



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda

Work Session

Tuesday, November 12, 2019

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [19-0812](#) Presentation Status Report From COL Derek K. Thomson, 1st Brigade of the 101st Airborne Division (Air Assault) of Fort Campbell, upon the Units' Return from Baghdad, Iraq.

2. [19-1158](#) Consideration of Event Permit for Christmas Parade sponsored by the Kiwanis Club of Franklin on December 7, 2019 in Downtown Franklin.
(WS 11/12/19)

Sponsors: Deb Faulkner

Attachments: [Christmas Parade 2019 REVISED APP.pdf](#)

3. [19-1152](#) Presentation on an Employee Medical Clinic.

Sponsors: Kevin Townsel

Attachments: [Clinic PPT.pdf](#)

4. [19-1096](#) Consideration Of Ordinance 2019-37, As Amended, An Ordinance To Adopt A New Zoning Ordinance And Map Of The City Of Franklin, Tennessee. (FMPC 10/24/19, 9-0; WS 11/12/19; BOMA 1st Reading 11/12/19, 8-0 AS AMENDED; 2nd Reading 11/26/19, 8-0 AS AMENDED) THIRD AND FINAL READING

Sponsors: Emily Hunter

Attachments: [ORD 2019-37 Adopt new Zoning Ordinance and Map.Law Approved 3.pdf](#)
[Franklin Zoning Ordinance December 10 2019.pdf](#)
[Zoning Base Districts Map Updated 12.9.2019](#)
[Zoning Overlay Map 12.2.2019.pdf](#)
[Public Outreach Comments](#)
[Fairground St Mailer](#)
[Postcard to all Property Owners](#)
[CFHCLetterPlanningADUs](#)
[FINAL FMPC Franklin ZO Update Presentation 10-24-19](#)
[BOMA Worksession ZO Update FINAL for Granicus 11-12-19.pdf](#)
[BOMA 1st Reading ZO Update FINAL for Granicus 11-12-19.pdf](#)
[CFHCLetterADUsBOMA.pdf](#)
[CFHCLetterPlanningLotsBOMA.pdf](#)
[Walter Green Comment](#)
[Michael Good Comment](#)
[Patrick Baggett Comment](#)

Legislative History

10/24/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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5. [19-1094](#) Consideration of Resolution 2019-110, A Resolution to Initiate an Application for a Revision to the McKays Mill PUD Development Plan on behalf of Ali Hemyari/Nashville K-9. (WS 11/12/19)

Sponsors: Ald. Beverly Burger

Attachments: [RES 2019-110 Initiate Application for McKays Mill Dev Plan Nashville K-9 with](#)

6. [19-1088](#) *Consideration Of Resolution No. 2019-97, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing Suppliers And Service Providers For (1) Police Promotional Process Assessment Services (Purchasing Office Procurement Solicitation No. 2020-011), (2) Liability, Property And Workers' Compensation Insurance Products And Services (Solicitation No. 2020-013), And (3) Near-Site Clinic Healthcare Services (Solicitation No. 2020-016), All For The Human Resources Department.
- Sponsors:** Kevin Townsel
- Attachments:** [Res 2019-97 Competitive Sealed Proposal Method.Law Approved](#)
7. [19-1112](#) *Consideration Of Procurement Award To P&A Administrative Services, Inc. Of Buffalo, New York In The Total Fee Of \$3.20 Per Participating Employee Per Month For Healthcare And Dependent Care Flexible Spending Account Administrative Services For A Term Of Award For The Human Resources Department. (Purchasing Office Procurement Solicitation No. 2020-009; Contract No. 2019-0315)
- Sponsors:** Kevin Townsel and Sara Sylvis
- Attachments:** [2019-0315 Procurement Agreement 2019.11.05.1613 signed for SERVICE PRC](#)
[2020-009 Tabulation of bids 2019.10.26](#)
8. [19-1108](#) Consideration of Resolution No. 2019-112, A Resolution to Authorize Staff To Enter Into Contract Negotiations With Selected Consulting Firms For Professional Design And Consulting Services For Parks Projects For The Parks Department. (Purchasing Office Procurement Solicitation No. 2020-008) (WS 11/12/19)
- Sponsors:** Lisa Clayton
- Attachments:** [2019-112 Resolution Selecting Consultants for Contract Negotiations for parks](#) [2020-008 Tabulation of submittals 2019.10.29.1529](#)
9. [19-0992](#) *Consideration of COF Contract No. 2019-0295 Parkland Impact Fee (Payment of Fee Only) Agreement for Oakbrook PUD between the City of Franklin and Thompson Thrift Development, Inc. in the amount of \$383,056.00.
- Sponsors:** Lisa Clayton
- Attachments:** [X_Parkland_Impact_Fee_Agreement_Oakbrook_PUD.pdf](#)

10. [19-1149](#) *Consideration of Contract 2019-0311 with Community Housing Partnership for the Receipt of Community Development Block Grant Funds from the City of Franklin as Reimbursement for Costs Associated with Construction of Single-Family Homes that Benefit Low to Moderate Income Residents.
- Sponsors:** Tom Marsh and Kathleen Sauseda
- Attachments:** [2019-0311 CBDO Contract for CHP with Exhibit A.Law Approved.pdf](#)
11. [19-1130](#) *Consideration of Resolution 2019-113 A Resolution Authorizing the City Administrator and City Attorney to Finalize the Acquisition of Property Located at 109 Battle Avenue and 111 Battle Avenue for the 100 Block Battle Avenue Drainage Improvements.
- Sponsors:** Vernon Gerth and Paul Holzen
- Attachments:** [Res 2019-113 AUTHORITY TO FINALIZE ACQUISITIONS OF PROPERTY 11](#)
12. [19-1113](#) Consideration Of Procurement Award To 360 Network Solutions Of Marietta, Georgia, In The Total Amount Of \$38,391.93 For Access Security Components For Traffic Signals And Intelligent Transportation System For The Traffic Operations Division Of The Engineering Department (Purchasing Office Procurement Solicitation No. 2020-014; \$50,000 Budgeted In 110-89530-41610 For Fiscal Year 2020; Contract No. 2019-0316) (WS 11/12/19)
- Sponsors:** Paul Holzen
- Attachments:** [2019-0316 Procurement Agreement 2019.10.24.1210, signed for SUPPLIER, w](#)
[2020-014 Tabulation of bids 2019.10.24](#)
[2020-014 Tabulation of bid line-item pricing 2019.10.24](#)
13. [19-0865](#) Consideration of Resolution 2019-120, A Resolution In Support Of A 911 Surcharge Rate Restoration And Requesting Support Of The Tennessee General Assembly. (WS 11/12/19)
- Sponsors:** Eric Stuckey
- Attachments:** [2019-120 RES Support Of A 911 Surcharge Rate Restoration Request Suppo](#)
14. [19-1041](#) Consideration of Resolution 2019-58, A Resolution To Increase The Hourly Rate For Extra-Duty Police Officers And To Authorize Use Of Patrol Cars For Extra-Duty Work When Requested Or For Special Events. (WS 11/12/19)
- Sponsors:** Deb Faulkner
- Attachments:** [Resoultion 2019-58.pdf](#)

15. [19-1026](#) Consideration of Tennessee 1033 Law Enforcement Support Office (LESO) Program That Provides New, Unissued And Surplus Equipment And Materials To Participants At No Charge (COF Contract No. 2019-0308) (WS 11/12/19) .
- Sponsors:** Deb Faulkner
- Attachments:** [2019-0308 Tennessee 1033 Law Enforcement Property Program.Law Approver](#)
16. [19-0828](#) Consideration Of Resolution No. 2019-127, A Resolution To Award The Term Contract For The Sewer Main Rehabilitation For Areas Of The City Of Franklin Sewer Collection System To American Infrastructure Technologies Corporation In The Total Estimated Annual Amount Of \$384,475 For The Specified Estimated Annual Quantities For A Term Of Award Of One (1) Year, With Up To Four (4) One-Year Options To Extend, For The Wastewater-General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2020-001; \$450,000.00 Budgeted In 431-89320-52219 For Fiscal Year 2020; Contract No. 2018-0214) (WS 11/12/19)
- Sponsors:** Michelle Hatcher and Brian Goodwin
- Attachments:** [Res. No. 2019-127 Mainline CIPP.Law Approved](#)
- [2020-001 Tabulation of bids 2019.10.16](#)
- [2020-001 Tabulation of bid line-item pricing 2019.08.10](#)
- [2018-0214 Mainline CIPP Agreement with American Infrastructure 2019.12.04.1](#)
- [File Summary](#)
17. [19-0829](#) Consideration Of Resolution No. 2019-128, A Resolution To Award The Term Contract For The Sewer Lateral Rehabilitation For Areas Of The City Of Franklin Sewer Collection System To BLD Services, LLC In The Total Estimated Annual Amount Of \$452,500 For The Specified Estimated Annual Quantities For A Term Of Award Of One (1) Year, With Up To Four (4) One-Year Options To Extend, For The Wastewater-General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2020-002; \$100,000.00 Budgeted In 431-89320-52219 For Fiscal Year 2020; Contract No. 2018-0226) (WS 11/12/19)
- Sponsors:** Michelle Hatcher and Brian Goodwin
- Attachments:** [Res. No. 2019-128 Lateral CIPP.Law Approved](#)
- [2020-002 Tabulation of bids 2019.10.16](#)
- [2020-002 Tabulation of bid line-item pricing 2019.07.31](#)
- [2018-0226 Lateral Lining Agreement with BLD Services, LLC 2019.12.05.1036](#)

18. [19-1110](#) Consideration Of Procurement Award To Polydyne, Inc. Of Riceboro, Georgia In The Total Amount Of \$1.260 Per Pound Of Bid Chemical Product And The Estimated Amount Of \$11.97 Per Ton Of Dewatered Sludge For Supply And Delivery Of Sludge Polymer For Wastewater Sludge Dewatering For A Term Of Award For The Water Reclamation Division Of The Water Management Department. (Purchasing Office Procurement Solicitation No. 2020-007; Contract No. 2019-0314) (WS 11/12/19)

Sponsors: Michelle Hatcher and Brian Goodwin

Attachments: [2019-0314 Procurement Agreement 2019.10.30.1451, signed for SUPPLIER, w](#)
[2020-007 Tabulation of bids 2019.10.28](#)

19. [19-0894](#) Discussion Of Fluoride Addition To Potable Water For Distribution To The City Of Franklin Service Area.

Sponsors: Ald. Beverly Burger

Attachments: [20191104_PPT_Fluoride Addition to Water BOMA Worksession Presentation_v](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

Permit No:

HISTORIC
FRANKLIN
TENNESSEECITY OF FRANKLIN
EVENT PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:☒ street closure☒ parade☐ other special event☐ beer served (**separate permit required**)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

☐ Aspen Grove Park☐ Liberty Park☐ Eastern Flank Battlefield Park☐ Fieldstone Farms☐ Pinkerton Park☒ Jim Warren Park☐ Harlinsdale FarmOther: streets of downtown
Franklin2) Name/purpose of event: Annual Kiwanis Christmas Parade3) Date or dates of event: 12/17/194) Time of Event: 2:00 P.M.5) Time of Street Closure (if applicable): 1:30 P.M. - 3:00 P.M.Set-Up Date/Time: 1:30 P.M. Tear-down Date/Time: 3:00 P.M.

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Kiwanis Club of Historic Downtown Franklina) Address: 2331 Henpeck Lane Franklin, TN. 37064b) Phone: 615-794-6937 c) Cell: 615-854-4164 d) Fax: _____e) E-mail address: gluffman.franklin tn@gmail.com7) Person in charge on day of event: Gary HuffmanCell: 615-854-4164 E-mail address: gluffman.franklin tn@gmail.com



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TENNESSEE

8) Name and Cell Number of at least two others available on day of event:

Name: Tim Jones Cell: 615-310-0210 E-mail address: Sjones3016@comcast.net

Name: Marta Eynatten Cell: 309-261-3526 E-mail address: MartaEyn@comcast.net

9) DETAILED description of event (use additional sheets):

stage parade participants in Sam Warren park 11:00 - 12:00 on 12/7/19;
stop traffic on New Hwy 74 west @ 11:30 am; move forward to Bridge
St, 3rd Ave North, Public Square; Main Street, West Main St

10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

2,000 participants; 10 - 15,000 attendees

12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. NO

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event?
What percentage of funds will they receive? Kiwanis Club of Franklin, TN

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Christmas Music on floats
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Individual recording devices using amplification
- 23) During what time period is sound amplification requested? 2:00 - 3:00
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). amp wattage: less than 100
christmas music; 8 people / float
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. None
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.



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- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or ~~No~~ If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or ~~No~~ If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or ~~no~~ Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: *[Signature]* (Signature and title – must be officer of organization)

Date: 9/12/19

Approved by the Board of Mayor and Aldermen on _____, 20__.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★
★

Staff Conditions:

Staff recommends approval of the event application with the following recommendations:

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- ***Risk Management:***
 - Applicant will provide certificate of insurance naming the City as additional insured.
 - Any accidents or injuries occurring during the event should be reported to City representatives immediately.
- ***Police Department:***
 - Applicant will hire required number of extra-duty Franklin Police Officers to provide security and crowd control.
- ***Sanitation and Environmental Services Department:***
 - Department will provide roll-out containers along the parade route.
 - Applicant will provide volunteers to do clean-up after the event.
- ***Parks Department:***
 - Applicant will work with Department to determine locations and rules/regulations for staging areas at Jim Warren Park.
- ***Streets Department:***
 - Department will put out Message Boards several days prior to event to notify motorists of closures.
 - Department will operate sweeper along the route after the parade.

Christmas Parade



START

Jim Warren Park

Bicentennial Park

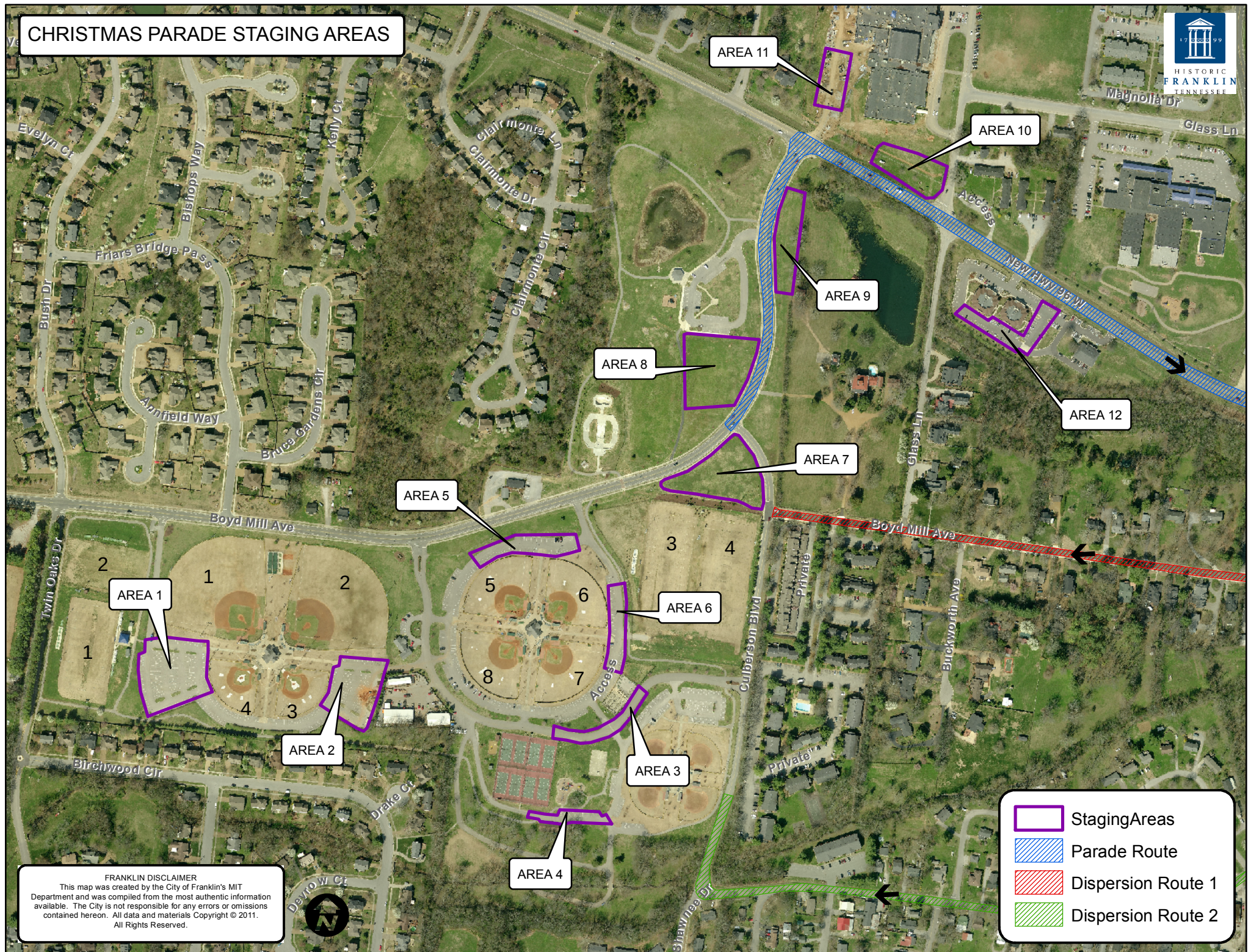
FINISH

- Parade Route
- Dispersion Route 1
- Dispersion Route 2
-  Streets
-  Harpeth River
-  Parks

FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2018. All Rights Reserved.

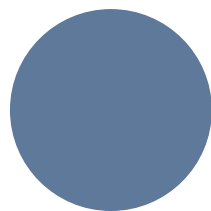
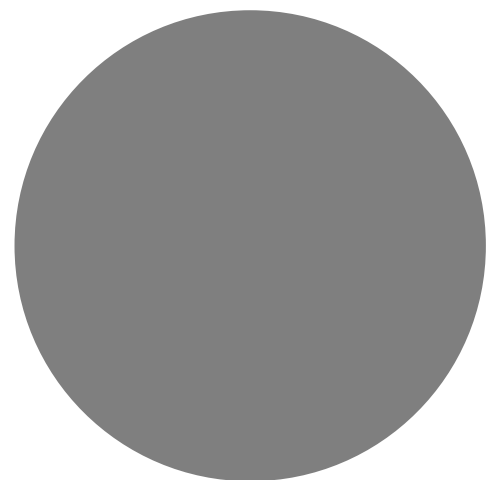


CHRISTMAS PARADE STAGING AREAS



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- Staging Areas
- Parade Route
- Dispersion Route 1
- Dispersion Route 2



Near-Site Health Clinic

Kevin G. Townsel, J.D.
Director of Human Resources

Items We Considered



- Delivery Method
 - Mobile clinic
 - Near-site clinic
 - Onsite clinic
- Who would be eligible?
 - Employees, their dependents on medical plan
 - Retirees covered under medical plan
- Funding - PEPM or Fee for Service
- Level of care – MD, Nurse Practitioner, or Physicians Assistant



City's Goals & Objectives

Reduce lost time
and absence
from work

Location

Reduce out of
pocket costs for
employees and
their families

Bolster the
City's brand as
an employer of
choice

Manage
worksite injuries
and illnesses

Another step
towards creating a
business culture
that shows the City
cares about the
health and wellness
of their employees



Services Requested



- Acute care
- Preventative testing
- Pre-employment physicals & drug testing – Non public safety
- Workers compensation injuries
- Post accident testing
- Random testing



Next Steps

Conduct formal
RFP process

Period of
implementation

Goal is to be “live”
by Spring 2020





FRANKLIN ZONING ORDINANCE

ADOPTION DRAFT
DECEMBER 10, 2019



FRANKLIN ZONING ORDINANCE

This Ordinance was prepared by the City of Franklin Department of Planning & Sustainability in collaboration with Town Planning & Urban Design Collaborative, LLC and the Departmental Review Team.

BOARD OF MAYOR AND ALDERMEN

Ken Moore, Mayor
Margaret Martin, Vice Mayor, Ward 4
Beverly Burger, Ward 1
Dana McLendon, Ward 2
Scott Speedy, Ward 3
Clyde Barnhill, At Large
Brandy Blanton, At-Large
Pearl Bransford, At-Large
Ann Petersen, At-Large

FRANKLIN MUNICIPAL PLANNING COMMISSION

Mike Hathaway, Chair
Roger Lindsey, Vice Chair
Marcia Allen
Jimmy Franks
Scott Harrison
Alma McLemore
Michael Orr
Ann Petersen, Alderman
Jennifer C. Szilagyi

PROJECT PARTNERS

TOWN PLANNING & URBAN DESIGN
COLLABORATIVE, LLC.
Brian Wright, Principal
Bill Wright, Director of Coding
Becky Timmons, Director of Implementation
JJ Zanetta, Rendering and Illustration
Gorica Zivak, Graphic Design
Gustavo Sanchez, Planner

DEPARTMENT OF PLANNING AND SUSTAINABILITY

Emily Hunter, Planning Director
James Svoboda, Assistant Director
Kelly Dannenfelser, Project Lead, Assistant Director
Amy Diaz-Barriga, Current Planning Supervisor
Andrew Orr, Long Range Planning Supervisor
Chris Andrews, Principal Planner
Jason Arnold, Land Planner
Brad Baumgartner, Principal Planner
Joey Bryan, Senior Planner
Susan Coleman, Technical Support Specialist II
Annette Dalrymple, Land Planner
Elaine Ellis, Administrative Assistant
Josh King, Principal Planner
Paula Kortas, Surety Coordinator
Amanda Rose, Preservation Planner

WITH SPECIAL ASSISTANCE FROM

Lance Fittro, Staff Engineer
Joe Marlo, Staff Engineer
Shanna McCoy, Floodplain Administrator
Molly Pike, Zoning Administrator
Vernon Gerth, Assistant City Administrator

TABLE OF CONTENTS

FRANKLIN ZONING ORDINANCE

HOW TO USE THIS ORDINANCE	6
CHAPTER 1. INTRODUCTORY PROVISIONS	8
CHAPTER 2. NONCONFORMITIES	14
CHAPTER 3. ZONING DISTRICTS	18
CHAPTER 4. OVERLAY ZONING DISTRICTS	64
CHAPTER 5. USE REGULATIONS	80
CHAPTER 6. BUILDING TYPES	110
CHAPTER 7. FRONTAGE TYPES	146
CHAPTER 8. TRANSITIONAL FEATURES	154
CHAPTER 9. STREETS AND CIRCULATION	160
CHAPTER 10. PARKING AND TRANSIT	166
CHAPTER 11. OPEN SPACE	180
CHAPTER 12. LANDSCAPE	194
CHAPTER 13. FENCES, WALLS, AND SCREENING	206
CHAPTER 14. LIGHTING	214
CHAPTER 15. SIGNS	218
CHAPTER 16. UTILITIES	240
CHAPTER 17. NATURAL RESOURCES	242
CHAPTER 18. HISTORIC RESOURCES	266
CHAPTER 19. REVIEW BODIES	276
CHAPTER 20. PROCEDURES	282
CHAPTER 21. PERFORMANCE AGREEMENTS	322
CHAPTER 22. ENFORCEMENT	330

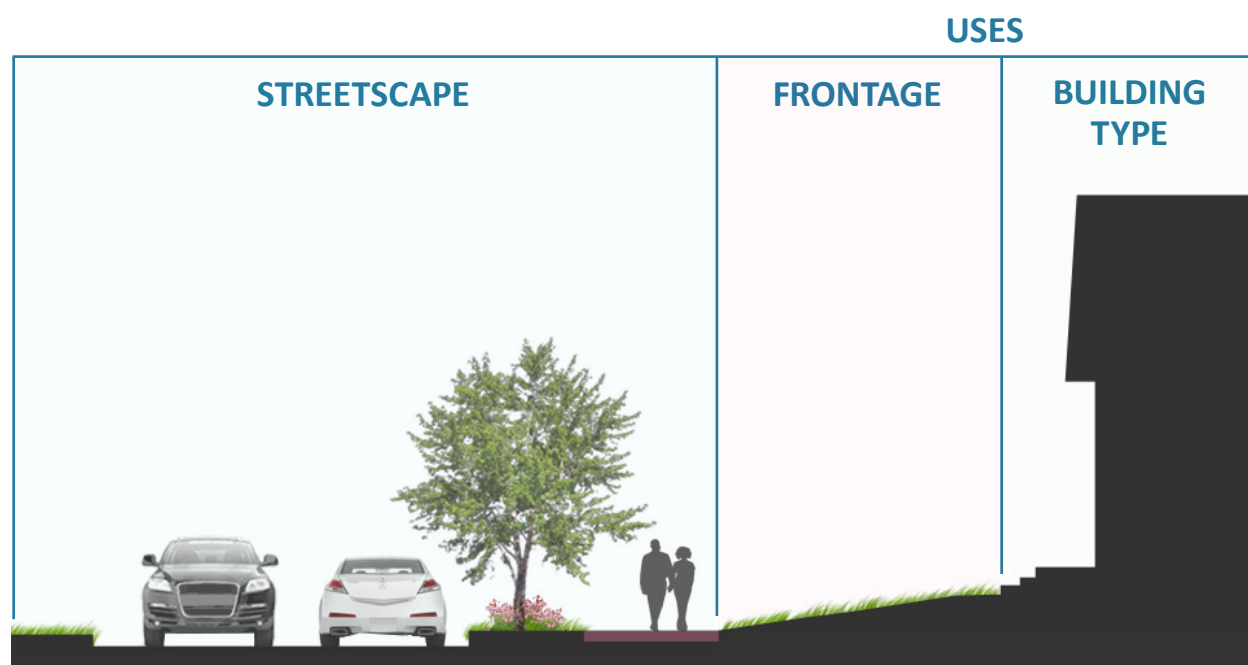
CHAPTER 23. DEFINITIONS AND INTERPRETATIONS	332
CHAPTER 24. HISTORY TABLE	392

HOW TO USE THIS ORDINANCE

Franklin Zoning Ordinance

The Franklin Zoning Ordinance is intended to facilitate the type of high-quality, vibrant, and sustainable development prescribed by Envision Franklin. This Ordinance provides standards organized around the following areas:

- A. The zoning map divides the City into zoning districts and any applicable overlay districts.
- B. The zoning districts regulate the uses, building types, frontage types, building setbacks, number of buildings, landscape surface area, and other standards for a lot in Chapter 3.
- C. The overlay districts may further regulate uses and require additional development standards in Chapter 4.
- D. Use regulations cover the principal, accessory, and temporary uses permitted by zoning district, along with any additional regulations that may apply to a particular use in Chapter 5.
- E. Building types contain the standards that apply to each type of building regulated by this Ordinance in Chapter 6.
- F. Frontage types regulate the type of development along the street edge in Chapter 7.
- G. Development standards in Chapters 8 through 18 are organized around transitional features, streets and circulation, parking and transit, open space, landscape, fences, walls, and screening, lighting, signs, utilities, natural resources, and historic resources.
- H. The review bodies and their authority are outlined in Chapter 19.



Franklin Zoning Ordinance

- ## DEVELOPMENT PLAN SAMPLE



CHAPTER 1

INTRODUCTORY PROVISIONS

1.1 Legal Provisions	9
1.2 Transitional Rules	12
1.3 Relationship to Envision Franklin	13
1.4 Zoning Map	13

1.1 Legal Provisions

1.1.1 Title

This Ordinance shall be known as the “Franklin Zoning Ordinance”, referred to throughout this document as “this Ordinance”.

1.1.2 Authority

This Ordinance is enacted pursuant to the authority granted by the Tennessee Code Annotated (T.C.A.) § 13-7-201 et seq., § 13-7-401 et seq. and § 13-4-101 through § 13-4-310 et seq.

1.1.3 Effective Date

This Ordinance was adopted by the Board of Mayor and Aldermen (BOMA) and became effective on December 30, 2019 by Ordinance 2019-37.

1.1.4 Establishment

The adoption of this Ordinance hereby establishes all its Chapters, Sections, Subsections, sentences, phrases, and all other contents.

1.1.5 Applicability

This Ordinance applies to all land, lots, buildings, structures, uses, improvements, and development or redevelopment activity located within the City of Franklin, Tennessee, referred to throughout this Ordinance as “the City”.

1.1.6 Purpose

The purpose and intent of this Ordinance is to promote the public health, safety, and general welfare of residents and businesses in the City. This Ordinance is adopted to achieve the following:

- A. Implement the policies and principles contained within adopted general plans, including Envision Franklin;
- B. Enhance the quality of the built environment through exceptional site design, building form, uses, setbacks, activated streets, signage, and pedestrian focus;
- C. Facilitate infrastructure-supported growth, so that service demands of development and redevelopment will not exceed the capabilities of existing streets, utilities, or other public facilities and services;
- D. Direct higher intensity and taller buildings toward I-65 where infrastructure can support a thriving regional economy;
- E. Strategically locate pedestrian-oriented nonresidential and mixed-use nodes that serve surrounding residential neighborhoods to minimize traffic and trip length;
- F. Provide safe, efficient, and convenient vehicular, bicycle, pedestrian, and transit mobility and circulation patterns throughout the City;
- G. Improve active transportation for both destinations and recreation by connecting uses and development through sidewalks, multi-use paths, and nature trails;
- H. Promote a balanced mix of uses that is compatible with adjacent land uses and has good access to transportation and transit networks;
- I. Protect commercial and industrial activities to preserve and strengthen the City’s economic base;
- J. Protect the historic resources of the City, including structures, neighborhoods, districts, landmarks, landscapes, historic stone walls, cemeteries, streetscapes, and archaeological sites;
- K. Preserve and reinforce the character of established neighborhoods and ensure contextually compatible infill development;
- L. Provide a variety of housing types to serve

the needs of a diverse population;

- M. Protect the City's natural beauty by preserving scenic corridors and viewsheds;
- N. Preserve and protect existing trees and vegetation, floodplains, stream corridors, water quality, wildlife habitat, hillsides, hilltops, steep slopes, and other areas of scenic and environmental significance from adverse impacts of land development;
- O. Enhance the visual quality of the built environment through landscape standards and planting requirements;
- P. Secure safety from fire, flooding along watercourses, and other hazards;
- Q. Provide adequate light and air;
- R. Encourage development of a sustainable and accessible system of recreational facilities, parks, trails, and open space that meets year-round neighborhood and community-wide needs; and
- S. Ensure greater public safety, health, and welfare, and convenience and accessibility through the physical design and location of land use and development.

1.1.7 Minimum Requirements

The requirements of this Ordinance are considered the minimum requirements for the promotion of the public health, safety, and general welfare of the City. All development or redevelopment shall occur in accordance with the regulations in this Ordinance. No land, lot, building, structure, development, improvement, establishment, facility, or premises shall be used or developed for any purpose or in any manner other than in compliance with this Ordinance.

1.1.8 Relationship to Other Provisions

If any provisions of this Ordinance are inconsistent with similar provisions of any other City, State, or Federal regulation, law, statute, or ordinance, the more restrictive provision shall control, to the extent permitted by law.

1.1.9 Conflicting Provisions

In cases where two or more standards within this Ordinance conflict with one another, the more restrictive standard shall be controlling, unless one of the provisions in conflict expressly states that it shall apply, control, or take precedence.

1.1.10 Conflicts with Private Agreements

This Ordinance is not intended to modify, revoke, or repeal any easement, covenant, or other private agreement; however, where the regulations of this Ordinance are more restrictive, the requirements of this Ordinance shall be controlling. The City does not enforce the provisions of easements, covenants, or agreements between private or third parties.

1.1.11 Review of Public Improvements

Whenever the Franklin Municipal Planning Commission (FMPC) has adopted a plan of the municipality (for example, Connect Franklin or the Master Parks Plan) or any part thereof, then and thenceforth no street, park or other public way, ground, place or space, no public building or structure, or no public utility, whether publicly or privately owned, shall be constructed or authorized in the City until and unless the location and extent thereof shall have been submitted to and approved by the FMPC. In case of disapproval, the FMPC shall

communicate its reasons to the BOMA, which by a vote of a majority of its membership, shall have the power to overrule such disapproval and, upon such overruling, the BOMA shall have the power to proceed. If the public way, ground, place, space, building, structure or utility is one the authorization or financing of which does not, under the law governing the same, fall within the province of the BOMA, then the submission to the FMPC shall be by the State, County, District, City, or other Board or official having such jurisdiction, and the FMPC's disapproval may be overruled by the chief legislative body by a majority vote of its membership, or by such official. The widening, narrowing, relocation, vacation, change in the use, acceptance, acquisition, sale or lease of any street or public way, ground, place, property or structure shall be subject to similar submission and approval, and the failure to approve may be similarly overruled. The failure of the FMPC to act within 30 days from and after the date of official submission to it shall be deemed approval, unless a longer period is granted by the BOMA or other submitting board or official. The date of official submission shall be the date at which the FMPC first considers the item.

1.1.12 Continuation of Violations

Any violation of previous versions of this Ordinance shall continue to be a violation under this Ordinance and shall be subject to the penalties and enforcement set forth in Chapter 22: Enforcement, unless the applicable use, development, improvement, construction, or activity complies with the provisions of this Ordinance. Payment shall be required for any civil penalty assessed under the previous regulations, even if the original violation is no longer considered to be a violation under this Ordinance.

1.1.13 Nonconformities

Any use, building, structure, development, improvement, or lot that legally existed on the effective date of this Ordinance that does not meet all provisions set forth in this Ordinance shall be considered nonconforming and shall be controlled by Chapter 2, Nonconformities.

1.1.14 Severability

It is expressly declared that this Ordinance and each Chapter, Section, Subsection, sentence, phrase, and all other content, is adopted and enforceable regardless of whether one or more other portions of this Ordinance are judged invalid or unconstitutional by a court of competent jurisdiction. Such judgment shall not affect:

- A. The validity and continued enforcement of any other provision of this Ordinance;
- B. The application of this Ordinance to any other building, structure, development, improvement, lot, land, or situation not specifically included in that judgment; or
- C. Any other conditions or requirements attached to the same approval that are not specifically included in that judgment.

Whenever a condition or limitation is included in an administrative action authorizing regulatory activity, then it shall be conclusively presumed that the authorizing officer, commission, or board considered such condition or limitation necessary to carry out the spirit and intent of this Ordinance and believed that the condition or limitation was lawful.

1.2 Transitional Rules

The following transitional rules will resolve the status of properties with pending or approved applications at the time of adoption of this Ordinance:

1.2.1 Pending Applications

All applications submitted on or after December 30, 2019 shall comply with this Ordinance. Any application that is submitted for the February 27, 2020 FMPC or administrative agenda shall comply with this Ordinance.

An applicant with a pending application may waive review under prior ordinances through a written letter to the Department of Planning and Sustainability and request review and vesting under the provisions of this Ordinance.

1.2.2 Approved Plans

Approved development plans, site plans, variances, certificates of appropriateness, grading permits, tree removal permits, or building permits that are valid on the effective date of this Ordinance shall remain valid until their expiration date, where applicable. Plans approved under prior ordinances, such as concept plans, regulating plans, and conservation plans that are valid on the effective date of this Ordinance shall also remain valid until their expiration date, where applicable.

1.2.3 Vested Plans

The specific plans listed below that are approved by the applicable review body on or after January 1, 2015, cause a vested property right to be established per T.C.A. § 13-4-310:

- A. Development plan;
- B. Preliminary plat; or
- C. Site plan that is not associated with an approved development plan or preliminary plat.

Such plans are further regulated by Section 20.19, Vesting.

1.2.4 Amendments or Revisions

Amendments or revisions to previously-approved plans shall comply with this Ordinance, unless the original approval is considered to be vested, per Subsection 1.2.3, Vested Plans.

1.2.5 Re-Application of Expired Plans

Any re-application following the expiration of an approved plan shall be subject to the Ordinance in effect on the date the application is resubmitted.

1.3 Relationship to Envision Franklin

Envision Franklin is a general plan that articulates the long-term vision for growth and development throughout the City. The policies may be amended from time to time to meet the changing requirements of the City in accordance with Section 20.3, Plan Amendment. Text amendments to this Ordinance should maintain and enhance consistency with Envision Franklin.

1.4 Zoning Map

1.4.1 Establishment of the Zoning Map

- A. The location and boundaries of zoning districts and overlay zoning districts established by this Ordinance are shown and maintained as part of the City's Geographic Information System (GIS). The zoning GIS layers constitute the City's zoning map and are hereby adopted and made a part of this Ordinance.
- B. The zoning map shall be maintained and made available in accordance with T.C.A. §13-7-12. When a property is rezoned, the change shall be identified by updating the original electronic data with details of the change.

1.4.2 District Boundaries

Unless otherwise indicated on the zoning map, the district boundaries are parcel lines or the corporate limit lines, as they existed at the time of the enactment of this Ordinance. When property is rezoned, new zoning district lines shall follow parcel lines.

CHAPTER 2

NONCONFORMITIES

2.1 General Provisions	15
2.2 Nonconforming Uses	15
2.3 Nonconforming Structures	16
2.4 Nonconforming Lots	17

2.1 General Provisions

2.1.1 Applicability

Any principal or accessory use, structure, lot of record, sign, or tower that was lawfully established before the effective date of this Ordinance and no longer complies with this Ordinance is considered nonconforming. Nonconformities shall be allowed to continue pursuant to this Chapter.

2.1.2 Determination of Nonconformity Status

The burden of establishing that a nonconformity lawfully exists shall be on the owner of the property on which the purported nonconformity is located.

2.2 Nonconforming Uses

2.2.1 Change of Use

- A. A nonconforming use shall not be changed to or replaced with another use unless that use conforms to the requirements of this Ordinance.
- B. A change in occupancy or ownership shall not, by itself, constitute a change of use.
- C. If the use is changed to, or replaced by a conforming use, it shall lose its nonconforming status.

2.2.2 Discontinuance or Abandonment of a Nonconforming Use

- A. When a nonconforming use is discontinued or abandoned for a period of 30 months, as specified by T.C.A. § 13-7-208, the use shall not thereafter be re-established or resumed. Any subsequent use or occupancy of such property or structure shall comply with the regulations of the zoning district in which such land or structure is located.

- B. Operation only of an accessory use to the principal nonconforming use during the 30-month period shall not constitute continuation of the principal nonconforming use.

2.2.3 Expansion of a Nonconforming Use

Nonconforming uses may be expanded, provided the following is met:

- A. The nonconforming use shall not be enlarged, expanded, or altered in a way that increases the degree of nonconformity. Any proposed expansion must conform to all other applicable standards of this Ordinance. For example:
 1. The expansion of a nonconforming use cannot include any additional uses not permitted by the applicable zoning district; and
 2. A duplex use in a single-family residential district is not permitted to add any additional dwelling units, inclusive of accessory dwellings.
- B. The type, size, and intensity of the proposed expansion, including such considerations as the size of the site, the location of the nonconforming use upon it, the hours of operation, the amount of noise generated, and the number of people who are likely to patronize the use will be adequate with respect to minimizing any negative impacts on adjoining lots and avoiding nuisances to adjacent landowners; and
- C. The nonconforming use shall not be expanded through the acquisition of additional land beyond that in use by the nonconformity on the effective date of this Ordinance.

2.2.4 Short-Term Vacation Rentals

- A. The use regulations governing short-term vacation rentals within this Ordinance do not apply to property that was legally established and issued a permit as a short-term vacation rental, as defined by T.C.A. § 13-7-602, prior to the effective date of this Ordinance, until this grandfathering is terminated per Paragraph 2.2.4.B below.
- B. In accordance with T.C.A. § 13-7-603, short-term vacation rentals that were legally established and issued a permit prior to the effective date of this Ordinance are subject to the law in place at the time that the property was being used as a short-term vacation rental, until the property is:
 - 1. Sold;
 - 2. Transferred;
 - 3. Ceases being used as a short-term vacation rental for a period of 30 continuous months; or
 - 4. Has been in violation of generally applicable local laws three or more separate times, as provided by T.C.A. § 13-7-604.
- C. If ownership of a short-term vacation rental changes to a family member (persons related by blood, marriage, civil union, or adoption), grandfathering protections will continue.

2.3 Nonconforming Structures

2.3.1 Applicability

This Section shall apply to nonconforming structures, other than signs and towers. See Subsection 15.1.11, Nonconforming Signs, or Clause 5.1.4.T.15, Nonconforming Towers, as applicable.

2.3.2 Repair and Maintenance of a Nonconforming Structure

Routine maintenance, stabilization, or restoration to a safe condition of any part of a nonconforming structure is permitted in accordance with this Chapter.

2.3.3 Expansion of a Nonconforming Structure

A nonconforming structure may be expanded, provided the following is met:

- A. The nonconforming structure shall not be enlarged, expanded, or altered in a way that increases the degree of nonconformity. Any proposed expansion must conform to all other applicable standards of this Ordinance. For example:
 - 1. For a building that is located five feet from a side lot line, where this Ordinance requires a ten foot minimum side yard setback, any building addition or increase in building height must comply with the ten-foot setback; and
 - 2. For a building that is entirely within a required front yard setback, any building addition must occur only to the rear of the building.
- B. The type, size, and intensity of the proposed expansion, such as the size of the site and the location of the nonconforming structure upon it, will be adequate with respect to minimizing any negative impacts on adjoining lots and avoiding nuisances to

adjacent landowners; and

- C. The nonconforming structure shall not be expanded through the acquisition of additional land beyond that in use by the nonconformity on the effective date of this Ordinance.

2.3.4 Reconstruction of a New Structure

- A. An existing structure for a nonconforming use, other than multifamily residential, may be torn down and a new structure of the same building type or of a building type permitted in the applicable zoning district may be reconstructed, provided the following is met:
 - 1. There is a reasonable amount of space on the property so as to avoid nuisances to adjacent landowners. Any reconstruction or redevelopment must conform to all other applicable standards of this Ordinance; and
 - 2. The type, size, and intensity of the proposed reconstruction, such as the size of the site and the location of the nonconformity upon it, will be adequate with respect to minimizing any negative impacts on adjoining lots.
- B. New structures for a nonconforming multifamily residential use may be reconstructed only in the event of damage, whether partial or complete, by involuntary fire or wind damage or other natural disaster, pursuant to T.C.A. § 13-7-208.

2.4 Nonconforming Lots

2.4.1 Nonconforming Platted Lots

A lot in a subdivision that was legally created by final plat and recorded prior to the effective date of this Ordinance that does not meet the dimensional standards of the applicable zoning district:

- A. May be developed with the uses permitted in the applicable zoning district; and
- B. Shall retain the approved dimensional standards and minimum required open space.

2.4.2 Nonconforming Lots of Record

A lot that was legally created by deed or other legal mechanism before it was in the City or prior to the City and County initial adoption of the Subdivision Regulations that does not meet the dimensional standards of the applicable zoning district:

- A. May be developed with the uses permitted in the applicable zoning district;
- B. Shall comply with the dimensional standards of the applicable zoning district as closely as possible; and
- C. Must conform to all other applicable provisions of this Ordinance.

2.4.3 Governmental Acquisition

Governmental acquisition of a portion of a lot for a public purpose that results in a reduction in dimensional standards below that required by this Ordinance shall not render the lot nonconforming.

CHAPTER 3

ZONING DISTRICTS

3.1 General Provisions	19
3.2 AG—Agricultural District	20
3.3 ER—Estate Residential District	22
3.4 R1—Residential 1 District	24
3.5 R2—Residential 2 District	26
3.6 R3—Residential 3 District	28
3.7 R4—Residential 4 District	30
3.8 R6—Residential 6 District	32
3.9 MR—Mixed Residential District	34
3.10 PD—Planned District	38
3.11 OR—Office Residential District	40
3.12 CI—Civic Institutional District	42
3.13 NC—Neighborhood Commercial District	44
3.14 CC—Central Commercial District	46
3.15 DD—Downtown District	48
3.16 1ST—1st Avenue District	50
3.17 5TH—5th Avenue North District	52
3.18 RC6—Regional Commerce 6 District	54
3.19 RC12—Regional Commerce 12 District	56
3.20 GO—General Office District	58
3.21 LI—Light Industrial District	60
3.22 HI—Heavy Industrial District	62

3.1 General Provisions

3.1.1 Zoning Districts

For the purposes of this Ordinance, the City is divided into the following zoning districts as set forth on the zoning map:

AG	Agriculture District
ER	Estate Residential District
R1	Residential 1 District
R2	Residential 2 District
R3	Residential 3 District
R4	Residential 4 District
R6	Residential 6 District
MR	Mixed Residential
PD	Planned District
OR	Office Residential District
CI	Civic Institutional District
NC	Neighborhood Commercial District
CC	Central Commercial District
DD	Downtown District
1ST	1st Avenue District
5TH	5th Avenue North District
RC6	Regional Commerce 6 District
RC12	Regional Commerce 12 District
GO	General Office District
LI	Light Industrial District
HI	Heavy Industrial District

3.1.2 District Components

Each zoning district contains the following provisions:

- A. The purpose, which provides the intent of the district;
- B. Use regulations, which specify the range of permitted uses and structures in accordance with Chapter 5, Use Regulations;
- C. Building types, which specify the permitted principal building types in accordance with Chapter 6, Building Types;
- D. Frontage types, which specify the permitted frontage types in accordance with Chapter 7, Frontage Types;
- E. Dimensional standards, which specify the regulations for lot standards, building setbacks, building height, landscape surface area, and other requirements; and
- F. Additional standards, which provide links to additional development standards that may be applicable in the district.

3.2 AG—Agricultural District

3.2.1 Purpose

The AG district is intended to provide for farming and agricultural uses, single-family residential on significant acreage, and open space to maintain the character of rural areas.

3.2.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures, other than agricultural structures, shall comply with Section 5.2, Accessory Uses and Structures. Agricultural structures are customary in this district and not otherwise regulated.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.2.3 Building Types

The following principal building types are permitted:

- A. House
- B. Agricultural structures, which are customary in this district and not otherwise regulated

3.2.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.2.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		15 acres
Lot Width		200 feet
Front Lot Line		160 feet
Number of Buildings		Maximum
Principal Building		1 per lot
Accessory Structure		-
Minor Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard		225 feet
Side Yard		50 feet
Rear Yard		100 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Front Yard		Not permitted
Side Yard		5 feet
Rear Yard		5 feet

Building Height		Maximum
Principal Building		2 ½ stories
Accessory Structure		-
Landscape		Minimum
Landscape Surface Area		70%

3.2.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.3 ER—Estate Residential District

3.3.1 Purpose

The ER district is intended to provide for single-family residential on estate-sized lots and for preservation of rural character.

3.3.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.3.3 Building Types

The following principal building type is permitted:

- A. House

3.3.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.3.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		2 acres
Lot Width		150 feet
Front Lot Line		120 feet
Number of Buildings		Maximum
Principal Building		1 per lot
Accessory Structure		1 per lot
Minor Accessory Structure		1 per lot
Principal Building Setbacks		Minimum
Front Yard		150 feet
Side Yard		35 feet
Rear Yard		65 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height	Maximum
Principal Building	2 ½ stories

Accessory Structure Shall not exceed the height of the principal building

Landscape	Minimum
Landscape Surface Area	60%

Alternate Standards

For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.3.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.4 R1—Residential 1 District

3.4.1 Purpose

The R1 district is intended to provide for single-family residential subdivisions with large lot sizes. It also provides a default district for county subdivisions annexed into the City.

3.4.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.4.3 Building Types

The following principal building type is permitted:

- A. House

3.4.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.4.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	30,000 square feet
Lot Width	100 feet

Front Lot Line	80 feet, but may be reduced to 30 feet when on a turning radius of a cul-de-sac
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Number of Buildings	Maximum
Principal Building	1 per lot
Accessory Structure	1 per lot

Minor Accessory Structure	1 per lot
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Principal Building Setbacks	Minimum
Front Yard	60 feet
Side Yard	25 feet
Rear Yard	50 feet

Encroachments

Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line

Steps may encroach into any required yard

Accessory Structure Setbacks

Location	At least 5 feet behind the principal building
	At least 5 feet from any lot line

Building Height	Maximum
Principal Building	2 ½ stories

Accessory Structure	Shall not exceed the height of the principal building
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Landscape	Minimum
Landscape Surface Area	50%

Alternate Standards

For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.4.6 Additional Standards

Chapter References

Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.5 R2—Residential 2 District

3.5.1 Purpose

The R2 district is intended to provide for single-family residential with lot sizes of at least 15,000 square feet, designed with walkable, well-connected street systems, and designed around natural features as accessible community amenities.

3.5.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.5.3 Building Types

The following principal building type is permitted:

- A. House

3.5.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.5.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		15,000 square feet
Lot Width		75 feet
Front Lot Line		60 feet, but may be reduced to 30 feet when on a turning radius of a cul-de-sac
Number of Buildings		Maximum
Principal Building		1 per lot
Accessory Structure		1 per lot
Minor Accessory Structure		1 per lot
Principal Building Setbacks		Minimum
Front Yard		20 feet
Side Yard		10 feet
Rear Yard		40 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height		Maximum
Principal Building		2 ½ stories
Accessory Structure		2 stories, but shall not exceed the height of the principal building

Landscape		Minimum
Landscape Surface Area		40%

Alternate Standards

For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.5.6 Additional Standards

Chapter References

Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.6 R3—Residential 3 District

3.6.1 Purpose

The R3 district is intended to provide for single-family residential with lot sizes of at least 9,000 square feet, designed with walkable, well-connected street systems, and designed around natural features as accessible community amenities.

3.6.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.6.3 Building Types

The following principal building type is permitted:

- A. House

3.6.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.6.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		9,000 square feet
Lot Width		65 feet
Front Lot Line		52 feet, but may be reduced to 30 feet when on a turning radius of a cul-de-sac
Number of Buildings		Maximum
Principal Building		1 per lot
Accessory Structure		1 per lot
Minor Accessory Structure		1 per lot
Principal Building Setbacks		Minimum
Front Yard		20 feet
Side Yard		10 feet
Rear Yard		30 feet
Rear Yard Abutting Alley		See building type for attached garage setbacks
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height	Maximum
Principal Building	2 ½ stories
Accessory Structure	2 stories, but shall not exceed the height of the principal building

Landscape	Minimum
Landscape Surface Area	40%

Alternate Standards

For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.6.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.7 R4—Residential 4 District

3.7.1 Purpose

The R4 district is intended to preserve the established, historic residential neighborhoods throughout Central Franklin and ensure contextual compatibility of infill development.

3.7.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.7.3 Building Types

The following principal building type is permitted:

- A. House

3.7.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.7.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	75% of the average lot size of existing lots on the same block face, but in no case shall be less than 6,500 square feet
Lot Width	75% of the average lot width of existing lots on the same block face, but in no case shall be less than 60 feet
Front Lot Line	80% of minimum lot width

Number of Buildings	Maximum
Principal Building	1 per lot
Accessory Structure	1 per lot
Minor Accessory Structure	1 per lot
Principal Building Setbacks	Minimum
	Average setback of existing buildings on the same block face, but no closer to the front lot line than the closest adjacent building, and in no case less than 10 feet
Front Yard	
Side Yard	7 feet
Rear Yard	20 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks

Encroachments

Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 2 feet

Steps may encroach into any required yard

Accessory Structure Setbacks

Location	At least 5 feet behind the principal building
	At least 5 feet from any lot line

Building Height	Maximum
Principal Building	Building height shall not exceed one-half story above the average height of existing buildings on the same block face, but in no case shall exceed 2 1/2 stories
Accessory Structure	1 1/2 stories , but shall not exceed the height of the principal building

Landscape	Minimum
Landscape Surface Area	40%

Alternate Standards

For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.7.6 Additional Standards

Chapter References

Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.8 R6—Residential 6 District

3.8.1 Purpose

The R6 district is intended to preserve historic, walkable neighborhoods with small lots and shallow setbacks and ensure contextual compatibility of infill development.

3.8.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.8.3 Building Types

The following principal building type is permitted:

- A. House

3.8.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.8.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	4,000 square feet
Lot Width	40 feet
Front Lot Line	40 feet
Number of Buildings	Maximum
Principal Building	1 per lot
Number of Buildings	Maximum
Accessory Structure	1 per lot
Number of Buildings	Maximum
Minor Accessory Structure	1 per lot
Principal Building Setbacks	Minimum
Front Yard	Average setback of existing buildings on the same block face, but no closer to the front lot line than the closest adjacent building, and in no case less than 10 feet
Side Yard	5 feet
Rear Yard	15 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks
Encroachments	
Appurtenances may encroach into a front or rear yard setback up to 6 feet	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building At least 5 feet from any lot line

Building height	Maximum
Principal Building	Building height facing the street shall not exceed one-half story above the average height of existing single-family buildings on the same block face, but in no case shall exceed two stories.
Accessory Structure	1 1/2 stories, but shall not exceed the height of the principal building
Landscape	Minimum
Landscape Surface Area	30%
Alternate Standards	
For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern	
3.8.6 Additional Standards	
Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.9 MR—Mixed Residential District

3.9.1 Purpose

The MR district is intended to provide for a variety of residential building types while protecting environmentally sensitive areas, preserving open spaces through compact development patterns, and providing standards to help ensure the compatibility of new development with surrounding neighborhoods.

3.9.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.9.3 Building Types

The following principal building types are permitted:

- A. House
- B. Duplex
- C. Multiplex
- D. Townhouse

3.9.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Urban Landscape Frontage
- C. Urban Frontage

3.9.5 Diversity in Housing

- A. In new developments, the first building next to a lot for an existing house must be a house or a duplex. This does not apply when the houses are part of the same development.
- B. Proposed development may be all houses, all duplexes, or a mix of both.
- C. If a proposed development includes townhouses or multiplex dwelling units, the townhouse and multiplex dwelling units shall not exceed 50 percent of the total dwelling unit count of a development. The remaining 50 percent shall be a balanced mix of duplexes and houses.

3.9.6 Dimensional Standards for Houses and Multiplexes

The following dimensional standards for houses and multiplexes are required:

Lot Standards for Alley-Loaded Lots		Minimum
Lot Size		4,950 square feet
Lot Width		45 feet
Front Lot Line		35 feet
Lot Standards for Frontage-Facing Attached or Detached Garage in the Rear Yard		Minimum
Lot Size		5,500 square feet
Lot Width		50 feet
Front Lot Line		40 feet
Lot Standards for Frontage-Facing Attached Garage		Minimum
Lot Size		7,150 square feet
Lot Width		65 feet
Front Lot Line		55 feet
Number of Buildings		Maximum
Principal Building		1 per lot
Accessory Structure		1 per lot
Minor Accessory Structure		1 per lot

Principal Building Setbacks	Minimum
Front Yard	10 feet
Side Yard	5 feet
Rear Yard	15 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks

Encroachments

Appurtenances may encroach into a front or rear yard setback up to 6 feet

Steps may encroach into any required yard

Accessory Structure Setbacks

	At least 5 feet behind the principal building
Location	At least 5 feet from any lot line

Building Height	Maximum
Principal Building	2.5 stories
Accessory Structure	1.5 stories, but shall not exceed the height of the principal building

Landscape	Minimum
Landscape Surface Area	30%

Alternate Standards

For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.9.7 Dimensional Standards for Duplexes and Townhouses

The following dimensional standards for duplexes and townhouses are required:

- A. Lots shall be platted in a manner in which each dwelling unit is situated on a separately platted lot where the applicable side lot line runs coincident with the common wall separating the dwelling units. The building type shall be designated on the plat as the only building type permitted on such lot.
- B. Duplexes that are horizontally split by floors shall not comply with this Subsection and instead comply with Subsection 3.9.6, Dimensional Standards for Houses and Multiplexes.

Lot Standards	Minimum
Lot Size	2,275 square feet
Lot Width	18 feet
Front Lot Line	15 feet
Number	Maximum
Dwelling Units	1 per lot
Accessory Structure	1 per lot
Minor Accessory Structure	1 per lot

Dwelling Unit Setbacks	Minimum
Front Yard	8 feet
Side Yard	0 feet when on a side lot line is designated for a common wall separating dwelling units 5 feet on any other side lot line
Rear Yard	15 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks
Encroachments	
Appurtenances may encroach into a front or rear yard setback up to 6 feet	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building At least 5 feet from any lot line
Building Height	Maximum
Principal Building	3 stories
Accessory Structure	2 stories, but shall not exceed the height of the principal building
Landscape	Minimum
Landscape Surface Area	20%
Alternate Standards	
For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern	

3.9.8 Additional Standards

Chapter References

Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.10 PD—Planned District

3.10.1 Purpose

The PD district is intended to:

- A. Allow for the review and approval of a development plan that establishes the entitlements for a property, including a customized combination of permitted uses, building types, frontage types, setbacks, and any modifications of standards in accordance with Section 20.8, Development Plan;
- B. Allow for the implementation of Envision Franklin guiding principles and design concepts; and
- C. Utilize the planned unit development process in accordance with State law.

3.10.2 Applicability

Rezoning of property to a PD district and the subsequent development plan shall not be proposed or used to avoid, or have the effect of avoiding compliance with the standards and requirements of this Ordinance or for the other zoning districts, and instead, shall be used sparingly. Rezoning of property to a PD district shall be limited to situations where:

- A. Rezoning of property to a PD district shall be limited to situations where this district is needed in order to implement Envision Franklin guiding principles and design concepts; or
- B. Rezoning of property to a PD district shall be limited to situations where a property, due to unique site conditions or the necessary intrinsic size, use, building placement, building elements, building configuration, building type, or other building and development characteristics, cannot under any other circumstances conform to one or more of the other zoning districts or

standards specified in this Ordinance.

3.10.3 Use Regulations

- A. Permitted principal uses shall be determined by the BOMA through the adoption of a development plan. See Subsection 5.1.3, Permitted Principal Uses by Zoning District, for the possible principal uses. Permitted principal uses may be further regulated by overlay zoning districts.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses shall comply with Section 5.3, Temporary Uses and Structures.

3.10.4 Building Types

Permitted principal building types shall be determined by the BOMA through the adoption of a development plan. The list of possible building types is below:

- A. House
- B. Duplex
- C. Multiplex
- D. Townhouse
- E. Multifamily Building
- F. Commercial/Mixed-Use Building
- G. Large-Scale Retail Building
- H. Civic Building

3.10.5 Frontage Types

Permitted frontage types shall be determined by the BOMA through the adoption of a development plan. The list of possible frontage types is below:

- A. Yard Frontage
- B. Urban Landscape Frontage
- C. Urban Frontage

3.10.6 Modifications of Standards

Development or redevelopment shall conform to all provisions of this Ordinance. In accordance with Section 20.8, Development Plan, an applicant may request certain provisions to be modified through a modification of standards (MOS) adopted by the BOMA.

3.10.7 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot sizes, widths, and frontages shall be determined by the BOMA through the adoption of a development plan	
Number of Buildings	Maximum
Principal Building	As adopted by the BOMA
Accessory Structure	1 per residential lot
Minor Accessory Structure	1 per residential lot
Principal Building Setbacks	Minimum
All building setbacks shall be determined by the BOMA through the adoption of a development plan	
Buildings shall maintain a minimum spacing of ten feet	
Encroachments	
Appurtenances may encroach into a front or rear yard setback up to 6 feet	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building
	At least 5 feet from any lot line

Building Height	Maximum
Principal Building	Shall be in accordance with Envision Franklin and Historic District Design Guidelines, as applicable
Accessory Structure	Shall not exceed the height of the principal building
Landscape	Minimum
Landscape Surface Area	20%
Alternate Standards	
For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern	

3.10.8 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.11 OR—Office Residential District

3.11.1 Purpose

The OR district is intended to provide office and residential uses and serves as a transition between higher-intensity commercial uses and residential neighborhoods. Buildings must appear as houses to preserve the established residential character.

3.11.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.11.3 Building Types

The following principal building type is permitted:

- A. House

3.11.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.11.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	75% of the average lot size of existing lots on the same block face, but in no case shall be less than 6,500 square feet

Lot Standards	Minimum
Lot Width	75% of the average lot width of existing lots on the same block face, but in no case shall be less than 60 feet
Front Lot Line	80% of minimum lot width
Number of Buildings	Maximum
Principal Building	1 per lot
Accessory Structure	1 per lot
Minor Accessory Structure	1 per lot
Principal Building Setbacks	Minimum
Front Yard	10 feet or no closer than the closest immediately adjacent building, whichever is larger
Side Yard	7 feet
Rear Yard	30 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks
Encroachments	
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 2 feet	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building
	At least 5 feet from any lot line

Building Height	Maximum
Principal Building	Building height shall not exceed one-half story of the average building height of existing houses on the same block face, but in no case shall exceed two stories
Accessory Structure	1 1/2 stories, but shall not exceed the height of the principal building

Landscape	Minimum
Landscape Surface Area	40%

Fences and Walls
An opaque fence or wall with a height of 6 feet shall be provided along side or rear lot lines contiguous to a lot containing a residential use, in accordance with Subsection 13.1.2, Fences and Walls, Height.

3.11.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.12 CI—Civic Institutional District

3.12.1 Purpose

The CI district is intended to accommodate civic, recreational, and institutional uses of public and semi-public gathering that support the common good.

3.12.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.12.3 Building Types

The following principal building types are permitted:

- A. House (for continuum of care use only)
- B. Duplex (for continuum of care use only)
- C. Multiplex (for continuum of care use only)
- D. Townhouse (for continuum of care use only)
- E. Civic Building
- F. Multifamily Building (for continuum of care use only)

3.12.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Parking Frontage
- C. Urban Landscape Frontage

3.12.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		-
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard Abutting Local or Collector Street		25 feet
Front Yard Abutting Arterial Street		75 feet
Side Yard		10 feet
Rear Yard		25 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location	At least 5 feet behind the principal building	
	At least 5 feet from any lot line	

Building Height		Maximum
Principal Building		3 stories
Accessory Structure		2 stories, but shall not exceed the height of the principal building
Landscape		Minimum
Landscape Surface Area		40%

3.12.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.13 NC—Neighborhood Commercial District

3.13.1 Purpose

The NC district is intended to provide for pedestrian-oriented, small-scale commercial nodes that serve surrounding residential neighborhoods.

3.13.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.13.3 Building Types

The following principal building types are permitted:

- A. Commercial/Mixed-Use Building (for nonresidential uses only)
- B. Civic Building

3.13.4 Frontage Types

The following frontage types are permitted:

- A. Urban Landscape Frontage
- B. Urban Frontage

3.13.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		-
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard		10 feet to 40 feet
Side Yard		Minimum 5 feet
Rear Yard		Minimum 5 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height	Maximum
Principal Building	3 stories with minimum building setback of 20 feet at the 3rd floor
	2 1/2 stories for buildings with pitched roofs
Accessory Structure	2 stories, but shall not exceed the height of the principal building
Landscape	Minimum
Landscape Surface Area	15%

3.13.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.14 CC—Central Commercial District**3.14.1 Purpose**

The CC district is intended to provide mixed-use centers or corridors with pedestrian-oriented development.

3.14.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.14.3 Building Types

The following principal building types are permitted:

- A. House
- B. Duplex
- C. Multiplex
- D. Townhouse
- E. Commercial/Mixed-Use Building
- F. Civic Building

3.14.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Urban Landscape Frontage
- C. Urban Frontage

3.14.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	-
Lot Width	-
Front Lot Line	-
Number of Buildings	Maximum
Principal Building	-
Accessory Structure	-

Principal Building Setbacks	Minimum
Front Yard	5 feet to 25 feet max Where there is an established front yard setback on a block face that is expected to remain, pursuant to Envision Franklin, new buildings on individual lots shall have the average setback of existing buildings on the same block face. No new building shall be located closer to the front lot line than the closest adjacent building.
Franklin Road Front Yard	20 feet
Side Yard	5 feet
Rear Yard	20 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks
Encroachments	
Appurtenances may encroach into a front or rear yard setback up to 6 feet	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building At least 5 feet from any lot line

Building Height	Maximum
Principal Building	3 stories with minimum building stepback of 20 feet at the 3rd floor for a commercial/mixed-use building 2 1/2 stories for residential building types
Columbia Ave	See CAO
Accessory Structure	2 stories, but shall not exceed the height of the principal building
Landscape	Minimum
Landscape Surface Area	15%

3.14.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.15 DD—Downtown District

3.15.1 Purpose

The DD district is intended to provide for a vibrant downtown core with a variety of pedestrian-scale commercial, civic, and residential uses. New development must adhere to traditional development patterns.

3.15.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.15.3 Building Types

The following principal building types are permitted:

- A. House
- B. Duplex
- C. Multiplex
- D. Townhouse
- E. Commercial/Mixed-Use Building
- F. Civic Building

3.15.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Urban Landscape Frontage
- C. Urban Frontage

3.15.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size	-	
Lot Width	-	
Front Lot Line	-	
Number of Buildings		Maximum
Principal Building	-	
Accessory Structure	-	
Principal Building Setbacks		Minimum
Front Yard	No closer than the smallest setback and no further than the largest setback of historic structures on the same block face	
	If the block face does not have a historic structure, then the opposite block face shall set the range above	
Side Yard	0 feet	
Rear Yard	Minimum 5 feet	
Encroachments		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location	At least 5 feet behind the principal building	
	At least 5 feet from any lot line	

Building Height		Maximum
Principal Building		3 stories
Accessory Structure		2 stories, but shall not exceed the height of the principal building
Building Coverage		Maximum
Building coverage		85%
Landscape		Minimum
Landscape Surface Area		0%
Pedestrian Facilities		
Sidewalks		Minimum width of 12 feet, with at least 8 feet continuously unobstructed by street tree pits, light poles, or similar features

3.15.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.16 1ST—1st Avenue District

3.16.1 Purpose

The 1ST district is intended to:

- A. Provide for nonresidential uses at the Franklin Road gateway into the historic downtown; and
- B. Allow for redevelopment on land previously developed prior to Federal or local floodplain regulations on the edges of the floodway fringe.

3.16.2 Applicability

In cases of conflict between the standards of the 1ST and FFO or FWO districts, the regulations of 1ST district shall apply.

3.16.3 Use Regulations

- A. Within the developable area delineated in Subsection 3.16.4, Development Limits:
 - 1. Principal uses shall comply with Section 5.1, Principal Uses.
 - 2. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
 - 3. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.
- B. Outside of the development limits, new uses/encroachments shall comply with the FFO or FWO, whichever is applicable.

3.16.4 Development Limits

- A. The uses and developable area shall be no closer to the Harpeth River than the existing elevation contour of 630 feet above sea level prior to any modification of floodplain, or the riparian buffer as required by the Stormwater Management Ordinance, or the outer boundary of the FWO, whichever is most restrictive.
- B. Floodplain alteration is prohibited outside

of the development limits, other than for public or private infrastructure.

3.16.5 Building Types

Within the developable area delineated in Subsection 3.16.4, Development Limits, the following principal building types are permitted:

- A. House—required fronting 1st Avenue S, south of silos
- B. Duplex (outside of FWO and FFO)
- C. Multiplex (outside of FWO and FFO)
- D. Townhouse (outside of FWO and FFO)
- E. Commercial/Mixed-Use Building (for nonresidential uses only)
- F. Civic Building

3.16.6 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Urban Landscape Frontage
- C. Urban Frontage

3.16.7 Dimensional Standards

Development shall comply with Section 17.6, Floodplain Protection, and the following dimensional standards:

Lot Standards	Minimum
Lot Size	-
Lot Width	-
Front Lot Line	-
Number of Buildings	Maximum
Principal Building	-
Accessory Structure	-
Principal Building Setbacks	Minimum
Front Yard	10 feet to 20 feet max
Bridge St	0 feet to 10 feet max
Side Yard	7 feet
Main Street Side Yard	0 feet to 10 feet max
Rear Yard	15 feet
Rear Yard Abutting Alley	See building type for attached garage setbacks
Encroachments	
Appurtenances may encroach into a front or rear yard setback up to 6 feet	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building
	At least 5 feet from any lot line
Building Height	Maximum
Principal Building	3 stories
1st Avenue S, south of silos	2 Stories

Accessory Structure	1 1/2 stories and shall not exceed the height of the principal building
Landscape	Minimum
Landscape Surface Area	30%
Pedestrian Facilities	
Multi-Use Paths	Shall be provided along the Harpeth River with connections to E. Main St and 1st Ave. N and S.
	Minimum width of 12 feet, with at least 8 feet continuously unobstructed by street tree pits, light poles, or similar features
Sidewalks	

3.16.8 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.17 5TH—5th Avenue North District

3.17.1 Purpose

The 5TH district is intended to:

- A. Provide for nonresidential uses along the 5th Avenue North corridor leading into the historic downtown; and
- B. Allow for redevelopment of properties on the edges of the floodway fringe developed prior to Federal or local floodplain regulations.

3.17.2 Applicability

In cases of conflict between the standards of the 5TH and FFO districts, the regulations of the 5TH district shall apply.

3.17.3 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.17.4 Building Types

The following principal building types are permitted:

- A. Commercial/Mixed-Use Building (for nonresidential uses only)
- B. Civic Building

3.17.5 Frontage Types

The following frontage types are permitted:

- A. Urban Landscape Frontage
- B. Urban Frontage

3.17.6 Dimensional Standards

Development shall be in accordance with Section 17.6, Floodplain Protection, and the following dimensional standards:

Lot Standards	Minimum
Lot Size	-
Lot Width	-
Front Lot Line	-
Number of Buildings	Maximum
Principal Building	-
Accessory Structure	-
Principal Building Setbacks	Minimum
Front Yard	0 feet to 25 feet max
Side Yard	0 feet
Rear Yard	5 feet
Encroachments	
Steps may encroach into any required yard	
Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building and at least 5 feet from any lot line
Building Height	Maximum
	2 stories
Principal Building	Along 5th Ave N, within +/- 300 feet of N Margin St and within +/-500 feet of Mt Hope St, the second story shall have a minimum building stepback of 20 feet
Accessory Structure	1 1/2 stories and shall not exceed the height of the principal building

Landscape	Minimum
Landscape Surface Area	0%
Pedestrian Facilities	
Sidewalks	Minimum width of 12 feet, with at least 8 feet continuously unobstructed by street tree pits, light poles, or similar features

3.17.7 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.18 RC6—Regional Commerce 6 District**3.18.1 Purpose**

The RC6 district is intended to promote economic development through a diverse mix of high-intensity uses with a building height of up to six stories.

3.18.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.18.3 Building Types

The following principal building types are permitted:

- A. Commercial/Mixed-Use Building
- B. Large-Scale Retail Building
- C. Civic Building
- D. Multifamily Building

3.18.4 Frontage Types

The following frontage types are permitted:

- A. Urban Landscape Frontage
- B. Urban Frontage

3.18.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		-
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard for Collector Streets, Local Streets, or Internal Drives		5 feet to 30 feet max
Front Yard for Arterial Streets		20 feet to 85 feet max
Side Yard		15 feet
Rear Yard		25 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height		Maximum
Principal Building		6 stories
Accessory Structure		3 stories, but shall not exceed the height of the principal building
Landscape		Minimum
Landscape Surface Area		15%

3.18.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

**3.19 RC12—Regional Commerce
12 District****3.19.1 Purpose**

The RC12 district is intended to promote economic development through a diverse mix of high-intensity uses with a building height of up to 12 stories.

3.19.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.19.3 Building Types

The following principal building types are permitted:

- A. Commercial/Mixed-Use Building
- B. Large-Scale Retail Building
- C. Civic Building
- D. Multifamily Building

3.19.4 Frontage Types

The following frontage types are permitted:

- A. Urban Landscape Frontage
- B. Urban Frontage

3.19.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		-
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard for Collector Streets, Local Streets, or Internal Drives		5 feet to 30 feet max
Front Yard for Arterial Streets		20 feet to 85 feet max
Side Yard		15 feet
Rear Yard		25 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location	At least 5 feet behind the principal building	
	At least 5 feet from any lot line	

Building Height		Maximum
Principal Building		12 stories
Accessory Structure		3 stories, but shall not exceed the height of the principal building
Landscape		Minimum
Landscape Surface Area		15%

3.19.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.20 GO—General Office District

3.20.1 Purpose

The GO district is intended to provide for general office uses typically on the borders of regional commerce areas that serve as a transition to residential neighborhoods.

3.20.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses. A maximum of ten percent of the gross floor area of a principal building in the GO district may be used for retail use.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.20.3 Building Types

The following principal building types are permitted:

- A. House (for continuum of care use only)
- B. Duplex (for continuum of care use only)
- C. Multiplex (for continuum of care use only)
- D. Townhouse (for continuum of care use only)
- E. Commercial/Mixed-Use Building (for nonresidential uses only)
- F. Civic Building
- G. Multifamily Building (for continuum of care use only)

3.20.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Urban Landscape Frontage

3.20.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		-
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard		25 feet
Side Yard		25 feet
Rear Yard		40 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height		Maximum
Principal Building		3 stories
Accessory Structure		2 stories, but shall not exceed the height of the principal building
Landscape		Minimum
Landscape Surface Area		30%

3.20.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.21 LI—Light Industrial District

3.21.1 Purpose

The LI district is intended to provide locations for light industrial uses and a mix of office, institutional, and commercial uses that serve the City's diverse business needs.

3.21.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.21.3 Building Types

The following principal building types are permitted:

- A. Commercial/Mixed-Use Building (for nonresidential uses only)
- B. Civic Building
- C. Flex Building

3.21.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Parking Frontage

3.21.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		-
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard		30 feet
Side Yard		10 feet
Rear Yard		25 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height		Maximum
Principal Building		3 stories
Harpeth Industrial Court		2 stories
Accessory Structure		2 stories, but shall not exceed the height of the principal building
Landscape		Minimum
Landscape Surface Area		20%

3.21.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

3.22 HI—Heavy Industrial District**3.22.1 Purpose**

The HI district is intended to provide for heavy industrial uses.

3.22.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.22.3 Building Types

The following principal building types are permitted:

- A. Commercial/Mixed-Use Building (for nonresidential uses only)
- B. Flex Building

3.22.4 Frontage Types

The following frontage types are permitted:

- A. Yard Frontage
- B. Parking Frontage

3.22.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards		Minimum
Lot Size		-
Lot Width		-
Front Lot Line		-
Number of Buildings		Maximum
Principal Building		1 per lot
Accessory Structure		-
Principal Building Setbacks		Minimum
Front Yard		30 feet
Side Yard		15 feet
Rear Yard		25 feet
Encroachments		
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard up to 5 feet from the lot line		
Steps may encroach into any required yard		
Accessory Structure Setbacks		
Location		At least 5 feet behind the principal building
		At least 5 feet from any lot line

Building Height		Maximum
Principal Building		3 stories
Accessory Structure		2 stories, but shall not exceed the height of the principal building
Landscape		Minimum
Landscape Surface Area		20%

3.22.6 Additional Standards

Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

CHAPTER 4

OVERLAY ZONING DISTRICTS

4.1 General Provisions	65
4.2 FWO—Floodway Overlay District	65
4.3 FFO—Floodway Fringe Overlay District	66
4.4 HHO—Hillside Hillcrest Overlay District	68
4.5 HPO—Historic Preservation Overlay District	70
4.6 NCO—Neighborhood Conservation Overlay District	72
4.7 CAO—Columbia Avenue Overlay District	73
4.8 CFO—Central Franklin Overlay District	77
4.9 SCO—Scenic Corridor Overlay District	78

4.1 General Provisions

4.1.1 Overlay Zoning Districts

Overlay districts shall be in addition to and shall overlay the zoning districts in Chapter 3, Zoning Districts. For the purposes of this Ordinance, the following overlay zoning districts are applied to certain properties as set forth on the zoning map:

FWO	Floodway Overlay District
FFO	Floodway Fringe Overlay District
HHO	Hillside/Hillcrest Overlay District
HPO	Historic Preservation Overlay District
NCO	Neighborhood Conservation Overlay District
CAO	Columbia Avenue Overlay District
CFO	Central Franklin Overlay District
SCO	Scenic Corridor Overlay District

4.1.2 Conflicting Provisions

Where the standards of the overlay district and the underlying zoning district differ, then the overlay standard shall apply, unless specifically referenced in another Chapter or Section by a provision to override an overlay district.

4.2 FWO—Floodway Overlay District

4.2.1 Purpose

The FWO district is intended to:

- A. Preserve the portion of the floodplain that carries the flow of water during storm and flood events;
- B. Prevent an increase in flood height that may result in the loss of life or property damage; and
- C. Restrict development, improvements, uses, and encroachments that would impede or obstruct the water flow.

4.2.2 District Boundaries

The FWO boundaries shall coincide with the boundaries of floodways, as adopted in Section 17.6, Floodplain Protection.

4.2.3 Permitted Uses

The following uses are the only uses permitted in the FWO, subject to Section 17.6, Floodplain Protection, and the Stormwater Management Ordinance:

- A. Passive parks and natural areas;
- B. Active recreation features that are City-owned and operated, provided that all fencing, walls, and permanent structures are located outside of the ten-year flood zone;
- C. Golf courses, excluding permanent structures;
- D. Seasonal agricultural sales, subject to Section 5.3, Temporary Uses and Structures; and
- E. Garage/yard sales, subject to Section 5.3, Temporary Uses and Structures.

4.2.4 Permitted Encroachments

The following encroachments are the only encroachments permitted in the FWO, subject to Section 17.6, Floodplain Protection, and the Stormwater Management Ordinance:

- A. Public and private infrastructure; and
- B. Event tents, subject to Section 5.3, Temporary Uses and Structures.

4.2.5 Exemptions

Historic structures within the HPO shall be used in accordance with the permitted uses in the underlying zoning district. Historic structures may be altered or subjected to major repair, subject to Section 17.6, Floodplain Protection, and Section 20.11, Certificate of Appropriateness.

4.2.6 Prohibited Development

Any portion of land within the FWO shall be placed in an open space lot and noted on the final plat as non-buildable.

4.3 FFO—Floodway Fringe Overlay District

4.3.1 Purpose

The FFO district is intended to:

- A. Preserve the holding capacity of the floodway fringe;
- B. Limit uses and encroachments that would impede or obstruct the holding capacity of the floodway fringe; and
- C. Prevent an increase in flood height that may result in the loss of life or property damage.

4.3.2 District Boundaries

The FFO boundaries shall coincide with the boundaries of the 100-year floodplain, excluding floodways, as adopted in Section 17.6, Floodplain Protection.

4.3.3 Permitted Uses

The following uses are the only uses permitted in the FFO, subject to Section 17.6, Floodplain Protection, and the Stormwater Management Ordinance:

- A. Passive parks and natural areas;
- B. Active recreation facilities, provided that all fencing, walls, and permanent structures are located outside of the ten-year flood zone. Active recreation facilities are subject to development plan approval;
- C. Golf courses, excluding permanent structures;
- D. Parking areas, subject to Section 5.2, Accessory Uses and Structures;
- E. Seasonal agricultural sales, subject to Section 5.3, Temporary Uses and Structures;
- F. Garage/yard sales, subject to Section 5.3, Temporary Uses and Structures; and
- G. Any use as permitted by the Municipal Code.

4.3.4 Permitted Encroachments

The following encroachments are the only encroachments permitted in the FFO, subject to Section 17.6, Floodplain Protection, and the Stormwater Management Ordinance:

- A. Public and private infrastructure;
- B. Walls and open fencing, subject to NFIP requirements;
- C. Floodplain alteration;
- D. Event tents, subject to Section 5.3, Temporary Uses and Structures; and
- E. Parking structures, subject to the following:
 - 1. Parking structures constructed and elevated on support piers shall be constructed with a minimum of seven feet of clearance from the ground level to the bottom of the first level of the parking structure to allow for the maintenance and access of equipment below the elevated parking structure. The DRT may approve an alternative minimum clearance if the DRT finds that such alternative clearance meets the intent of the requirements of this Section and the Stormwater Management Ordinance. In making the determination, the DRT may consider any site-specific design constraints, floodplain standards, stormwater management requirements, and other natural or man-made elements which could impact a proposal's conformance to these standards.
 - 2. If parking is provided at ground level (at-grade), the minimum clearance must meet all applicable building codes.
 - 3. Basement or below ground level (grade) parking shall be prohibited.

4.3.5 Uses and Structures Established Prior to The Date of Adoption

There exist uses and structures within the FFO that were lawfully established before this Ordinance was adopted or amended, that now do not conform to its terms and requirements. These uses and structures may continue pursuant to Section 17.6, Floodplain Protection, and the following:

- A. Industrial, commercial, or other business uses may continue pursuant to Chapter 2, Nonconformities; however, a legally-nonconforming use may be changed to another use in the same use classification permitted in the underlying zoning district, so long as the use is not a residential use, does not involve overnight stay, and does not have outdoor storage;
- B. Residential uses may continue;
- C. Historic structures within the HPO are exempt from Chapter 2, Nonconformities, and may be used in accordance with the permitted uses in the underlying zoning district. Historic structures may be expanded, altered, or subjected to major repair, subject to Section 20.11, Certificate of Appropriateness;
- D. Non-historic residential structures and accessory structures may be expanded, altered, subjected to major repair, or re-constructed. New accessory structures may be constructed; and
- E. Accessory structures shall:
 - 1. Be permitted only for the purposes of storage and vehicle parking;
 - 2. Be designed to have low flood damage potential;
 - 3. Be constructed and placed on the site to achieve the minimum resistance to the flow of floodwaters;
 - 4. Be firmly anchored to prevent flotation,

collapse, and lateral movement, which otherwise may result in damage to other structures; and

5. Have utilities and service facilities, such as electrical and heating equipment, elevated or otherwise protected from intrusion of flood waters.

4.3.6 Prohibited Development

- A. For residential uses, other than multifamily residential, any portion of land within the FFO shall be placed in an open space lot and shall be noted on the final plat as non-buildable.
- B. Any portion of land within the FFO on a nonresidential, mixed-use, or multifamily development site shall:
 1. Be placed in an open space lot and noted on the final plat as non-buildable; or
 2. Be placed in an easement where the permitted uses and encroachments are limited to the uses and encroachments in Subsection 4.3.3, Permitted Uses, and Subsection 4.3.4, Permitted Encroachments.

4.4 HHO—Hillside Hillcrest Overlay District

4.4.1 Purpose

The HHO district is intended to protect the City's hillsides and hillcrests, including their natural and topographic character and identity, environmental sensitivities, aesthetic qualities, and viewshed.

4.4.2 District Boundaries

The HHO boundaries shall be determined by a combination of GIS data, including elevation contours of hillsides and hillcrests, steep slopes, and a viewshed analysis from major thoroughfares.

4.4.3 Permitted Uses

The following uses are the only uses permitted in the HHO:

- A. Passive parks and natural areas; and
- B. Telecommunication towers and antennas.

4.4.4 Permitted Encroachments

The following encroachments are the only encroachments permitted in the HHO:

- A. Public infrastructure and associated retaining walls.

4.4.5 Prohibited Development

- A. Any portion of land within the HHO shall:
 1. Be placed in an open space lot and noted on the final plat as non-buildable; or
 2. Be placed in a conservation easement within a lot where the buildable portion is outside of the HHO.
- B. Tree removal shall be prohibited, unless written verification is provided from a certified arborist that a tree is dead or dying or there is the danger of a tree falling or damaging structures. The Department

of Building and Neighborhood Services may make an exception in extraordinary circumstances (e.g. weather-related emergencies, natural disasters) and may impose conditions as necessary to ensure compliance with Section 17.2, Tree Protection.

- C. Grading shall be prohibited, except as it relates to:
 - 1. Development permitted pursuant to Subsection 4.4.6, Lots, Uses, and Structures Established Prior to the Effective Date of this Ordinance; and
 - 2. Public infrastructure as identified in Connect Franklin and any associated retaining walls.
- D. Grading associated with Paragraph 4.4.5.C above shall be minimized by following existing contours.

approval by the Fire Department. Driveway approaches shall be in accordance with the Transportation and Street Technical Standards; and

- E. Structures shall be designed so that roof and exterior wall colors are a non-reflective neutral tone designed to minimize the appearance of the structure as viewed from locations at lower elevations. If an applicant demonstrates that the structure will not be visible from arterial streets, I-65, or Mack Hatcher Parkway, then this standard shall not apply.

4.4.6 Lots, Uses, and Structures Established Prior to The Effective Date of this Ordinance

There exist lots of record, uses of land, and structures within the HHO that were lawfully established before the effective date of this Ordinance that now do not conform to its terms and requirements. Such lots, uses, and structures shall comply with Chapter 2, Nonconformities, and the following:

- A. Grading shall be minimized by following existing contours;
- B. Development shall be prohibited on natural slopes of 20 percent or greater;
- C. Tree removal shall be prohibited on natural slopes of 14 percent or greater;
- D. The maximum slope permitted on a driveway shall be 14 percent and shall have landings at the top and bottom to prevent vehicles from scraping pavement. Driveways with lengths of longer than 100 feet may require a reduced slope, subject to

4.5 HPO—Historic Preservation Overlay District

4.5.1 Purpose

The HPO district is intended to:

- A. Preserve and protect historic or architecturally worthy buildings, structures, sites, landmarks, monuments, streetscapes, landscapes, cemeteries, walls, squares, neighborhoods, and archaeological sites; and
- B. Safeguard the character of the district as a whole and individual property therein that embody important elements of its social, economic, cultural, political or architectural history.

4.5.2 Conflicting Provisions

Where the Historic District Design Guidelines or certificate of appropriateness and any requirement of this Ordinance conflict, the Historic District Design Guidelines or certificate of appropriateness shall take precedence.

4.5.3 District Boundaries and Designation Criteria

The HPO shall be comprised of many individual historic districts of various sizes and geographic areas. The following criteria shall be used to determine HPO districts:

- A. The quality of significance in American history, architecture, archaeology, and culture is present;
- B. Sites, buildings, or structures possess integrity of location, design, setting, materials, workmanship, feeling, or association with events that have made a significant contribution to the broad patterns of history or with the lives of persons significant in the past;
- C. Sites, buildings, or structures embody

the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic value, or that represent a significant and distinguishable entity whose components may lack individual distinction;

- D. Sites, buildings, or structures have yielded, or may be likely to yield, archaeological information; or
- E. Sites, buildings, or structures are listed in the National Register of Historic Places.

4.5.4 Certificate of Appropriateness

Construction, alteration, rehabilitation, relocation, or demolition in the HPO may be performed only when an application has been submitted and reviewed considering the Historic District Design Guidelines, and a certificate of appropriateness has been issued. For certain development applications, a preliminary recommendation by the HZC shall be required prior to issuance of a certificate of appropriateness. See Section 20.11, Certificate of Appropriateness.

4.5.5 Signs

Signs in the HPO may be installed only when the sign has received a certificate of appropriateness and sign permit.

4.5.6 Maintenance and Repair of Structures

- A. Property owners shall perform routine maintenance and repairs to maintain the exterior of structures in the HPO in conformance with this Ordinance, the Municipal Code, the Historic District Design Guidelines, and all applicable building codes.
- B. When a notice of violation has been issued for failure to maintain improvements in the

HPO, the property owner or their agent shall meet with the Building & Neighborhood Services Department and the Department of Planning & Sustainability to discuss a plan of action to address the maintenance issues identified on the property. Within 60 days following the issuance of a notice of violation, the property owner or their agent will propose a timeline for the completion of the repair and will come to a consensus with staff as to the prioritization of each item necessitating repair. Deviation from the timeline will result in citation to court, as provided in the Municipal Code.

4.5.7 Remedying of Dangerous Conditions

- A. City enforcement agencies may determine, in consultation with, at a minimum, the Department of Planning and Sustainability, that the condition of a property is dangerous to life, health, or property.
- B. Upon making such a determination, when an enforcement agency orders or directs the construction, removal, alteration, or demolition of an improvement, to remedy conditions determined to be dangerous to life, health, or property, then nothing contained in this Section shall be construed as making it unlawful for a person, without prior issuance of a certificate of appropriateness, to comply with the order or direction. Where practicable, the enforcement agency shall give the HZC notice of the proposed order or direction if it may affect the exterior appearance of a structure or site. The HZC shall have adequate opportunity to review and provide written comments upon the action proposed by an enforcement agency prior to the initiation of an action.

4.5.8 Right of Entry Upon Land

The HZC, its members and employees, in the performance of its work, may enter upon land within its jurisdiction, make examinations and surveys, and place or remove public notices as required by this Ordinance, but there shall be no right of entry into a building without the consent of the owner.

4.6 NCO—Neighborhood Conservation Overlay District

4.6.1 Purpose

The NCO district is intended to:

- A. Protect the traditional character and distinctive features of established neighborhoods; and
- B. Have tailored development standards for each NCO to regulate new buildings so they relate to and strengthen the core characteristics of the neighborhood while mitigating adverse impacts on adjacent properties.

4.6.2 District Boundaries and Designation Criteria

The NCO shall be comprised of individual overlay districts in different blocks or neighborhoods. Each NCO shall meet the following criteria:

- A. The NCO contains a minimum of one block face;
- B. At least 75 percent of the land area in the NCO is improved or developed;
- C. One or more of the following distinctive features is present that creates a cohesive, identifiable setting, character, or association:
 - 1. Scale, size, type of construction, or distinctive building materials;
 - 2. Lot layouts, setbacks, street layouts, alleys, or sidewalks;
 - 3. Special natural or streetscape characteristics, such as creek beds, parks, gardens, or street landscaping;
 - 4. Land use patterns, including mixed or unique uses or activities; or
 - 5. Adjacent to or linking designated historic landmarks and/or districts; and
- D. The designation is supported by a petition of at least 51 percent of the total number of

parcels or lots within the NCO.

4.6.3 Development Standards

The NCO development standards adopted as part of the ordinance creating the NCO shall become the standards in the overlay district and may include:

- A. Development standards that supersede or augment the standards in this Ordinance; and
- B. Restriction or expansion of the use regulations of Chapter 5, Use Regulations.

4.6.4 Maintenance and Repair of Structures

Property owners shall perform regular maintenance and repairs to maintain the exterior of structures in the NCO in conformance with all applicable building codes and Municipal Code.

4.6.5 Building Permit

A building permit for construction, expansion, or alteration of a structure in the NCO may be issued only when the proposal complies with the development standards in the NCO.

4.7 CAO—Columbia Avenue Overlay District

4.7.1 Purpose

The CAO district is intended to:

- A. Enhance the character and function of the Columbia Avenue gateway into Franklin;
- B. Ensure the compatibility of new buildings with respect to the specific character of their immediate context; and
- C. Enhance the quality of development surrounding historic and cultural resources.

4.7.2 Applicability

If the Historic District Design Guidelines and this Section conflict as they relate to any property within the CAO, the Historic District Design Guidelines shall take precedence.

4.7.3 District Boundaries

The CAO generally contains properties fronting along the Columbia Avenue/Pike corridor. The CAO is divided into five sub-overlay districts as shown on the zoning map.

4.7.4 CAO1—Urban Commercial Development Sub-District

Properties within the CAO1 shall comply with the requirements of this Subsection.

A. Sub-District Boundaries

The CAO1 includes properties along Columbia Avenue between Five Points and Fowlkes Street. This sub-district is characterized by:

1. A mix of one and two-story commercial buildings built over time;
2. Two historic residential buildings; and
3. Shallow front building setbacks with some variation.

B. Dimensional Standards

The following dimensional standards are required:

Building Setbacks

Front Yard	5 feet minimum
	10 feet maximum
	As measured from the back of the sidewalk

Front Yard for Civic Building	5 feet minimum
	40 feet maximum
	As measured from the back of the sidewalk

Building Height

Building Height	2 stories for buildings with frontage along Columbia Avenue or Fowlkes Street
	3 stories for buildings that do not have frontage on the streets listed above

C. Building Type Standards

1. The following building types are the only permitted building types:
 - a. Commercial/Mixed-Use Building
 - b. House
2. For one-story buildings, the facade shall be differentiated so that it appears to be comprised of two or more adjacent buildings, by dividing into 35-50 foot segments.
3. For buildings of two or more stories, the facade shall be differentiated so that it appears to be comprised of two or more adjacent buildings, by dividing into 35-100 foot segments.
4. Each facade segment shall include a separate main entrance and differ from each of the other segments with respect to all of the following:
 - a. A change in shape, sill and header height, detail, size, spacing, rhythm,

and muntin pattern of windows;

- b. A change of building or cornice height;
 - c. A change in cornice details;
 - d. A change of wall material or wall color;
 - e. A change in trim courses and other horizontal elements;
 - f. A change in dormer or balcony design, if any; and
 - g. Providing or changing pilasters, columns, or other facade elements.
5. Brick or natural stone shall comprise a minimum of 75 percent of the primary materials of a facade. For accent purposes, natural stone and cement-based stucco shall be permitted.

D. Frontage Types

The following frontage type are the only permitted frontage types:

1. Urban landscape frontage
2. Urban frontage

E. Signs

Internally illuminated signs attached to the building shall be permitted only on front facades facing Columbia Avenue.

F. Parking

1. Certain uses in CAO1 may have reduced parking requirements, pursuant to Subsection 10.1.6, Minimum Parking.
2. Where surface parking serving a nonresidential use is adjacent to or across the street from a residential use, a six-foot brick or stone wall shall be installed to screen the parking area.

4.7.5 CAO2—Historic Residential Development Sub-District

Properties within the CAO2 shall comply with the requirements of this Subsection.

A. Sub-District Boundaries

The CAO2 includes properties located along Columbia Avenue between Fowlkes and Fairground Streets. This sub-district is characterized by:

1. Predominantly one- and two-story houses built prior to WWII, including the historic Carter House and the Lotz House; and
2. Scattered one-story commercial buildings and reclaimed battlefield open space.

B. Dimensional Standards

The following dimensional standards are required:

Building Setbacks (Minimum)

Front Yard for East Side of Columbia Avenue	40 feet As measured from the right-of-way
---	--

Front Yard for West Side of Columbia Avenue	30 feet from the right-of-way, but no closer than the front setback of the closest existing principal building on the same block face
---	---

Building Height (Maximum)

Building Height	2 stories, with a maximum height of 35 feet to the top of pitched roof
-----------------	--

Facade Width (Maximum)

Front Facade Width	45 Feet
--------------------	---------

C. Building Type Standards

The house is the only permitted building type. Each building shall meet the following additional standards:

1. Each front facade shall have a porch; and
2. The roof shall have overhanging eaves on all sides that extend a minimum of one foot beyond the building wall.

D. Frontage Type

The yard frontage is the only permitted frontage type.

E. Signage

Internally illuminated signs are not permitted.

F. Parking

Certain uses in the CAO2 may have reduced parking requirements, pursuant to Subsection 10.1.6, Minimum Parking.

4.7.6 CAO3—Commercial Transition Development Sub-District

Properties within the CAO3 shall comply with the requirements of this Subsection.

A. Sub-District Boundaries

The CAO3 includes properties located along Columbia Avenue generally from Fairgrounds Street to south of Downs Boulevard. These standards are intended to create a more pedestrian-oriented commercial node that is complementary to the adjacent residential neighborhoods.

B. Dimensional Standards

The following dimensional standards are required:

Building Setbacks

	15 feet minimum
	40 feet maximum
Front Yard	As measured from the right-of-way

Building Height

Building Height	2 stories maximum
-----------------	-------------------

C. Building Type Standards

Primary materials on facades of residential buildings shall be brick, wood siding, or fiber cement siding. Natural stone, cultured stone, and fiber cement materials are permitted and encouraged as accent materials.

D. Parking

Certain uses in CAO3 may have reduced parking requirements, pursuant to Subsection 10.1.6, Minimum Parking.

**4.7.7 CAO4—Suburban Commercial/
Industrial Development Sub-District**

Properties within the CAO4 shall comply with the requirements of this Subsection.

A. Description

The CAO4 includes properties along Columbia Avenue from near Downs Boulevard/Carr Avenue to Mack Hatcher Parkway, as shown on the zoning map. This sub-district is characterized by:

1. One and two-story commercial buildings with large footprints; and
2. Deep front setbacks with parking in front of the buildings.

B. Stone Walls

Historic stone walls shall be preserved, unless removal of a segment is necessary for the extension of a street, internal drive, or driveway. In these cases, only the minimum width necessary shall be removed, pursuant to applicable requirements, and the remaining walls shall be stabilized. Excess removed stone wall segments shall be relocated on the site.

**4.7.8 CAO5—Rural Gateway
Development Sub-District**

Properties within the CAO5 shall comply with the requirements of this Subsection.

A. Sub-District Boundaries

The CAO5 includes properties along Columbia Pike, south of Mack Hatcher Parkway, as shown on the zoning map. This sub-district is characterized by:

1. Rural character and scenic beauty;
2. Environmentally sensitive areas; and
3. Historical significance.

Columbia Pike serves as a southern gateway into the City and these characteristic above shall be retained.

B. Dimensional Standards

The following dimensional standards are required:

Building Setbacks (Minimum)

Front Yard	250 feet
------------	----------

Building Height (Maximum)

Building Height	2 1/2 stories
-----------------	---------------

C. Frontage and Landscape Requirements

1. The yard frontage is the only permitted frontage type.
2. There shall be a 20-foot landscape treatment along the entire length of each frontage that consists of the following:
 - a. At least two canopy trees per 100 linear feet. In overhead utility easements, understory trees may be substituted for canopy trees; and
 - b. A historically-based fence or a dry-stacked stone wall consistent in design and stone type, as applicable, with historic antecedents in the County.

4.8 CFO—Central Franklin Overlay District

4.8.1 Purpose

The CFO district is intended to:

- A. Recognize that the oldest parts of the City have unique qualities; and
- B. Ensure context-responsive infill development in areas where the existing development is established and expected to remain, pursuant to Envision Franklin.

4.8.2 District Boundaries

The CFO shall encompass the area generally within Mack Hatcher Parkway to the north and east and within Downs Boulevard to the south and west.

4.8.3 Conflicting Provisions

- A. In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, the standard in this Section shall apply.
- B. If the Historic District Design Guidelines and this Section conflict as they relate to any property within the CFO, the Historic District Design Guidelines shall take precedence.

4.8.4 Facade Standards

Development in the CFO that is located either adjacent to a designated national or local historic district, or located within 600 feet of a designated historic landmark building, shall be designed to be complementary with such historic district or building in terms of architectural style, building color, exterior materials, and detailing, such as the height of horizontal elements, alignment and proportion of windows and doors, roof pitch and form, and solid-to-void ratio.

4.8.5 Materials

Primary materials on a facade in the CFO shall be brick, natural stone, or other materials compatible with surrounding buildings expected to remain, pursuant to Envision Franklin.

4.8.6 Transitional Features

Development or redevelopment shall comply with Chapter 8, Transitional Features.

4.8.7 Parking

- A. Certain uses in the CFO may have reduced parking requirements, pursuant to Subsection 10.1.6, Minimum Parking.
- B. Lots along North Margin Street that are vacant as of the effective date of this Ordinance and are in the FFO may have parking areas as a principal use.
- C. No historic structure shall be demolished for the purpose of providing a surface parking area.
- D. Parking structures shall comply with Subsection 10.1.9, Parking Structures.

4.8.8 Stone Walls

Historic stone walls shall be preserved, unless removal of a segment is necessary for the extension of a street, internal drive, or driveway. In these cases, only the minimum width necessary shall be removed, pursuant to applicable requirements, and the remaining wall shall be stabilized. Excess removed stone wall segments shall be relocated on the site.

4.9 SCO—Scenic Corridor Overlay District

Properties within the SCO shall comply with the requirements of this Section.

4.9.1 Purpose

The SCO district is intended to:

- A. Protect the City's natural beauty along scenic corridors by preserving viewsheds and gateways; and
- B. Enhance the City's community identity through landscape and common design elements.

4.9.2 Applicability

In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, the more restrictive standards shall apply.

4.9.3 Scenic Corridor Boundaries

The SCO shall encompass land fronting along the scenic corridors listed in Subsection 4.9.4, Scenic Corridor Setbacks.

4.9.4 Scenic Corridor Setbacks

The scenic corridors shall have a minimum front yard setback pursuant to the table below:

Scenic Corridor	Intersecting Street	Intersecting Street	Minimum Front Yard Setback
Carters Creek Pike	West of Southhall	-	80 feet
Del Rio Pike/Cotton Lane	North of Del Rio Pike	-	150 feet
Franklin Road	North of Hooper Lane	South of Country Road	150 feet, except in the R4 district, in which the R4 front yard setback shall apply
Goose Creek Bypass	West of Lewisburg Pike	East of Columbia Pike	250 feet
Lewisburg Pike	South of Goose Creek Bypass	-	80 feet
Mack Hatcher Parkway	North of Townsend Boulevard	North of Liberty Pike	150 feet
Murfreesboro Road	West of Mack Hatcher Parkway	East of the Harpeth River	150 feet, except in the R4 district, in which the R4 front yard setback shall apply
Murfreesboro Road	East of Oxford Glen Drive	-	150 feet
New Highway 96 West, North Side	West of Mack Hatcher Parkway	-	300 feet
New Highway 96 West, South Side	West of Boyd Mill Pike	-	300 feet
Old Charlotte Pike	North of New Highway 96 West	East of Del Rio Pike	150 feet

4.9.5 Conflicting Provisions

In cases where the standards of this Section and other Chapters or Sections of this Ordinance conflict, the standard in this Section shall apply.

4.9.6 Prohibited Encroachments

Buildings, parking areas, parking area drive aisles, and streets or internal drives that parallel the scenic corridor shall be prohibited within the front yard setback.

4.9.7 Landscape Requirements

Street trees are not required along the scenic corridor. Instead, there shall be a 20-foot landscape easement along the entire length of frontage along the scenic corridor with the following plantings:

- A. A minimum of three canopy trees and three understory trees for every 100 linear feet. In overhead utility easements, understory trees may be substituted for canopy trees;
- B. Trees placed informally or coordinated with fencing and planted pursuant to Section 12.9, Planting Standards.

4.9.8 Fences and Walls

- A. Fencing and walls within the scenic corridor setback shall be limited to the following:

Type of Fence ¹	Height	Material
Three-board horse fence	3.5 feet maximum	Wood
Four-board horse fence	4.5 feet maximum	Wood
Stone wall	3 feet	Natural stone stacked in the dry-stack method

Notes:

- 1. Other types of fences or walls, such as picket, split rail, wrought iron, or brick walls, may be approved by the Department of Planning and Sustainability, if the applicant demonstrates that such a fence or wall is more appropriate based on fencing in surrounding developments, historical antecedents, or similar considerations.

- B. Existing historic stone walls shall be preserved, unless removal of a segment is necessary for the extension of a street, internal drive, or driveway. In these cases, only the minimum width necessary shall be removed, pursuant to applicable requirements, and the remaining wall shall be stabilized. Excess removed stone wall segments shall be relocated on the site.

4.9.9 Grading

The natural, existing topography of a site shall be used in development and grading shall be minimized. Mass grading techniques are prohibited.

CHAPTER 5

USE REGULATIONS

5.1 Principal Uses	81
5.2 Accessory Uses and Structures	95
5.3 Temporary Uses and Structures	104

5.1 Principal Uses

5.1.1 General Provisions

- A. Permitted principal uses by district are listed in the table in Subsection 5.1.3, Permitted Principal Uses by Zoning District. Specific uses are grouped into six use classifications: agricultural, residential, recreation, civic and institutional, commercial, and industrial. Certain zoning overlay districts may restrict or expand the permitted principal uses listed in the underlying zoning district.
- B. Certain uses are subject to additional requirements, as described in Subsection 5.1.4, Principal Use Regulations.
- C. In the case of a principal use not listed in the table, the Department of Building and Neighborhood Services, in consultation with the Department of Planning and Sustainability, may make a determination whether such use is substantially similar to a listed use. If no similar use determination can be made, the Department of Building and Neighborhood Services shall refer the use to the Department of Planning and Sustainability, who may initiate an amendment to this Ordinance to classify the use.

5.1.2 Principal Use Table Key

- A. A solid black circle indicates a permitted principal use in the respective district. The use is also subject to all other applicable requirements of this Ordinance.
- B. A half-black circle indicates additional requirements associated with the permitted principal use or uses in a district. The use is also subject to all other applicable requirements of this Ordinance.
- C. A blank cell indicates the principal use is not permitted in the respective district.

5.1.3 Permitted Principal Uses by Zoning District

Principal Use	Zoning Districts																
Permitted Permitted with Additional Use Regulations per Subsection 5.1.4	AG	ER R1	R2 R3 R6	R4	MR	PD ¹	OR	CI	NC	CC	DD	1ST	5TH	RC6 RC12	GO	LI	HI
AGRICULTURAL USES																	
Agricultural Uses																	
Community Gardens																	
RESIDENTIAL USES																	
Duplexes																	
Multifamily Residential																	
Multiplexes																	
Single-Family Residential																	
Townhouses																	
RECREATION USES																	
Active Recreation																	
Commercial Recreation																	
Golf Courses																	
Neighborhood Amenities																	
Passive Parks and Open Space																	
CIVIC AND INSTITUTIONAL USES																	
Cemeteries																	
Charitable, Fraternal, or Social Organizations																	
Clinics																	
Continuum of Care Facilities																	

¹ Permitted principal uses in the PD district are determined by the BOMA during the development plan approval process.

Principal Use	Zoning Districts																
Permitted Permitted with Additional Use Regulations per Subsection 5.1.4	AG	ER R1	R2 R3 R6	R4	MR	PD ¹	OR	CI	NC	CC	DD	1ST	5TH	RC6 RC12	GO	LI	HI
Correctional Facilities																	
Essential Services																	
Group Homes																	
Hospitals																	
Places of Public Assembly																	
Rehabilitation Centers																	

COMMERCIAL USES

Day Care Centers																	
Event Venues																	
Funeral Homes																	
Garden Centers																	
Gas Stations																	
Hotels																	
Indoor Animal Services																	
Indoor/Outdoor Animal Services																	
Offices																	
Personal Services																	
Restaurants																	
Retail																	
Short-Term Vacation Rentals																	
Showrooms																	

¹ Permitted principal uses in the PD district are determined by the BOMA during the development plan approval process.

Principal Use	Zoning Districts																
Permitted Permitted with Additional Use Regulations per Subsection 5.1.4	AG	ER R1	R2 R3 R6	R4	MR	PD ¹	OR	CI	NC	CC	DD	1ST	5TH	RC6 RC12	GO	LI	HI
Telecommunication Towers and Antennas																	
Theaters																	
Uses with Drive-In/Drive-Through Facilities																	
Vehicle Sales and Rental																	
Vehicle Service Facilities																	
Vehicle Wash Facilities																	
Wholesale Sales																	

INDUSTRIAL USES

Adult-Oriented Establishments																	
Data Centers																	
General Warehousing																	
Heavy Industrial Uses																	
Industrial Sales																	
Industrial Services																	
Light Industrial Uses																	
Machinery Assembly and Repair Facilities																	
Self-Storage Facilities																	
Vehicle Repair Facilities																	
Wrecker Service																	

¹ Permitted principal uses in the PD district are determined by the BOMA during the development plan approval process.

5.1.4 Principal Use Regulations

A. Agricultural Uses

In the AG district, agricultural uses shall include the land, buildings, and machinery used in the commercial production of farm products and nursery stock, farming activities carried on in connection with the commercial production of farm products and nursery stock, recreational and educational activities on land used for the commercial production of farm products and nursery stock, and entertainment activities conducted in conjunction with, but secondary to, commercial production of farm products and nursery stock, when such activities occur on land used for the commercial production of farm products and nursery stock, as defined by T.C.A. § 1-3-105 and § 43-1-113.

B. Adult-Oriented Establishments

1. Adult-oriented establishments shall not be permitted on any lot within 500 feet of any lot containing the following:
 - a. Any use in the civic and institutional use classification or property zoned CI;
 - b. Any dwelling or residential lot;
 - c. Any use in the recreation use classification;
 - d. A day care center;
 - e. A funeral home;
 - f. A packaged liquor store; or
 - g. Another adult-oriented establishment.
2. An adult-oriented establishment lawfully operating as a conforming use shall not be rendered a nonconforming use by the location, subsequent to the commencement of operations of said establishment, of a use listed in Clause 5.1.4.B.1.

3. No adult-oriented establishment may be enlarged so as to violate the provisions of this Ordinance.

C. Continuum of Care Facilities

Continuum of care facilities may have one or any combination of assisted living, nursing home, or skilled nursing for the elderly or for other individuals incapacitated in some manner for medical reasons, as determined and licensed and/or certified by the Tennessee Department of Health, Board of Licensing Health Care Facilities. In addition to the above, up to 30 percent of the total building footprint may be used for age-restricted independent living as part of the overall continuum of care.

D. Data Centers

The building footprint for a data center shall not be located within 500 feet of an arterial street; however, a data center may be closer than 500 feet if it is not visible from the arterial street.

E. Duplexes

In the 1ST district, duplexes are permitted only outside of the FWO and FFO.

F. Essential Services

Public buildings that are 12,000 square feet or less may be located in any zoning district. Larger buildings or uses shall be limited to the PD, CI, NC, CC, DD, 1ST, 5TH, RC6, RC12, GO, LI, and HI districts.

G. Event Venues

1. Event venues shall not create a substantial or undue adverse impact upon adjacent property, the character of the area, or the public health, safety, and welfare.
2. Event venues shall be constructed, arranged, and operated so as not to

dominate the immediate vicinity or to interfere with the use and development of neighboring property pursuant to the applicable district regulations.

3. Event venues shall not cause undue traffic congestion or draw significant amounts of traffic through residential streets.
4. All necessary steps shall be taken to minimize any adverse effects of the event venue and development on the immediate vicinity through building design, site design, landscaping, and screening.
5. When establishing this use in a PD district, conditions of approval may be imposed to minimize adverse impacts with the surrounding residential areas. Conditions may include:
 - a. Limitations and restrictions on the use of the property;
 - b. Restrictions on construction activity that will occur on and around the property;
 - c. Conditions concerning the character and design of the proposed use and development;
 - d. The location of the use within the property;
 - e. The provision of landscaping and screening with specificity as to design, quantity, quality, size, and location;
 - f. Restrictions on the hours of operation of the use;
 - g. Requirements for sound proofing or other noise mitigation;
 - h. A requirement that the property be developed and used in strict accordance with the development plan; and
 - i. A requirement for periodic review

with a public hearing before the BOMA.

H. Garden Centers

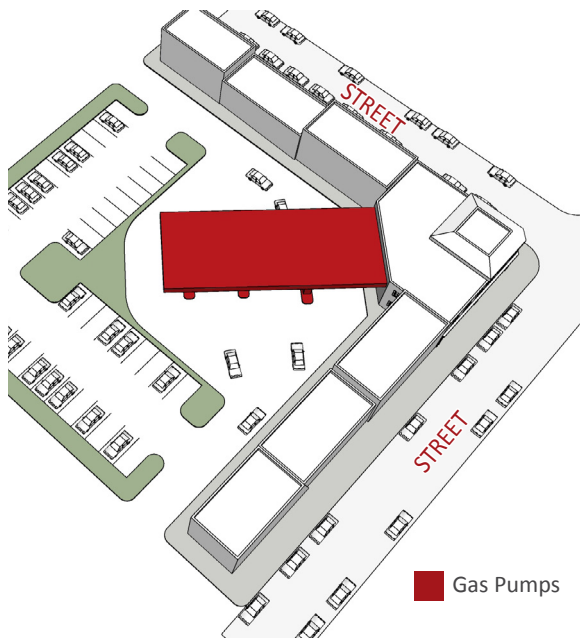
1. Outdoor storage and outdoor sales are not permitted in required setbacks, fire lanes, drive aisles, required parking areas, or areas intended for pedestrian circulation.
2. Any outdoor storage other than live vegetation shall be located behind the building or screened from public view and adjacent properties with an opaque fence or wall with a height of at least six feet. Landscaping may be used if a six-foot tall solid evergreen screen is provided at the time of planting.
3. Garden centers are not subject to Paragraph 5.2.7.J, Outdoor Sales Area, or Paragraph 5.2.7.K, Outdoor Storage.

I. Gas Stations

1. Gas stations shall not be located on a lot at a street intersection composed of two or more arterial streets.
2. Gas stations on lots at intersections, where permitted, shall be designed so that any fueling pumps and associated canopies are located away from the intersection and to the side or rear of the building.
3. Gas stations shall not be located adjacent to a residential lot, unless approved by the BOMA as part of a development plan.
4. Gas stations shall have pitched roofs for buildings and canopies.
5. Canopies shall have a maximum clearance height of 15 feet from the finished grade to the underside of the canopy.
6. Canopies shall use the same exterior materials and architectural style as

- the principal building. Each column or pier shall have a base of brick, natural stone, or cultured stone.
7. Canopy lighting shall comply with Subsection 14.3.5, Canopy and Awning Lights.
 8. A gas station canopy is permitted one sign that does not exceed 15 percent of the canopy face that does not project above or below the canopy or roofline.

Figure 5.1.4.H Gas Station Canopy



J. Hotels

1. Hotels in the RC6 and RC12 districts shall contain a minimum of 100 guest rooms.
2. Hotels in the CFO or CAO shall contain a maximum of 120 guest rooms.
3. Each guestroom shall be accessed from an interior corridor, not an exterior entrance.
4. Hotels shall provide high quality services such as concierge availability, meeting rooms, conference facilities,

full service restaurants, sitting rooms, patios, and other amenities.

5. Hotels shall have a lobby that is staffed 24 hours a day, seven days a week; and
6. Hotels shall offer complimentary maid service.

K. Indoor Animal Services

1. The building footprint for indoor animal services shall not be located within 200 feet of a property line of a residential lot, but may be reduced to 100 feet if the building is soundproofed.
2. This use shall adhere to the provisions in Title 10, Animal Control, as well as Title 11, Chapter 4, Offenses Against the Peace and Quiet, of the Municipal Code.

L. Indoor/Outdoor Animal Services

1. The outdoor portion of any indoor/outdoor animal services for:
 - a. Companion animals shall not take place within 500 feet of a property line of a residential lot; and
 - b. Pasture animals shall not take place within 100 feet of a property line of a residential lot.
2. The building footprint for any indoor portion of animal services shall not be located within 200 feet of a property line of a residential lot, but may be reduced to 100 feet if the building is soundproofed.
3. Outdoor runs, kennels, and storage areas shall not be visible from streets or adjacent properties.

M. Machinery Assembly and Repair Facilities

In the LI district, all assembly and repair activities shall take place within an enclosed structure.

N. Multifamily Residential

1. In the CC and DD districts, where buildings containing multifamily residential are along a street frontage, they must have ground-floor commercial uses along the street frontage.
2. In the RC6 and RC12 districts, multifamily residential is permitted only if:
 - a. It does not occupy more than 40 percent of the overall building square footage of the proposed development;
 - b. It is integrated horizontally and/or vertically with the nonresidential uses in the proposed walkable development; and
 - c. Stand-alone multifamily residential cannot be separated from the nonresidential uses by an arterial or collector street.

O. Multiplexes

In the 1ST district, multiplexes are permitted only outside of the FWO and FFO.

P. Neighborhood Amenities

Neighborhood amenities that have commercial activities, such as restaurants, banquet halls, food sales, pro shops, or retail sales, shall be allowed in residential districts only as part of an approved development plan.

Q. Self-Storage Facilities

1. The building footprint for a self-storage facility shall not be located within 500 feet of an arterial street; however, a self-storage facility may be closer than 500 feet if it is not visible from the arterial street.
2. Outdoor storage associated with this

use shall comply with Subsection 13.3.6, Outdoor Storage Areas.

R. Short-Term Vacation Rentals

In addition to the applicable requirements of the Municipal Code, the following shall apply:

1. A maximum of one short-term vacation rental is permitted on a lot;
2. The owner of the lot is a permanent occupant of the premises, as defined under 'family' in Chapter 23, Definitions and Interpretations;
3. On a lot that has both a dwelling and an accessory dwelling, the owner of the lot may live in one and rent out the other as a short-term vacation rental; and
4. On a lot that has a dwelling without an accessory dwelling, the owner shall rent out the entire dwelling and vacate the premises for the duration of the rental, but only on an occasional basis that complies with Clause 5.1.4.R.2.

S. Single-Family Residential

In the 1ST district, single-family residential is permitted only outside of the FWO and FFO.

T. Telecommunication Towers and Antennas

1. Applicability

HAM radio antenna shall be exempt from these requirements.
2. General Requirements
 - a. Towers and antennas may be either principal or accessory uses.
 - b. Towers shall not be artificially lighted, unless required by the Federal Aviation Administration (FAA) or other applicable authority. If lighting is required, then the lighting alternatives and design

- chosen shall cause the least disturbance to surrounding views.
- c. Towers and antennas shall comply with current regulations of the FAA, the Federal Communications Commission (FCC), and any other federal or state government agency with the authority to regulate towers and antennas. If those regulations are changed, then the owners of the towers and antennas shall bring them into compliance within the time mandated by the controlling federal or state agency. Failure to bring towers and antennas into compliance with such revised regulations shall constitute grounds for removal of the tower or antenna at the owner's expense.
 - d. Owners or operators of towers and antennas shall:
 - i. Certify that all franchises required by law for constructing or operating a wireless communication system in the City have been obtained; and
 - ii. File a copy of all required franchises with the City.
 - e. Signs on towers or antennas shall be prohibited, except for those required by regulatory agencies.
 - f. Buildings, equipment cabinets, or structures associated with towers shall comply with all applicable building codes.

3. Separation Distances Between Towers and Off-Site Lots

The minimum separation between a new tower or an existing tower to be modified or rebuilt to a taller height and an off-site lot shall comply with the table below:

Off-Site Lot ^{1 2}	Separation Distance
Lot for a House, Modular Home, or Mobile Home	200 feet or 300% of tower height, whichever is greater
Lot for a Duplex, Multiplex, Townhouse, Multifamily, or Mixed-Use	200 feet or 200% of tower height, whichever is greater
Lot in a Nonresidential Zoning District	Minimum setbacks per the applicable zoning district

Notes:

1. Tower separation shall be measured from the base of the tower to the lot line of the off-site lot.
2. Measurements shall be measured from the outer perimeter of the towers included in an AM array (excluding guy anchors).

4. Separation Distances Between Existing and Proposed Towers

The minimum separation between a new tower or an existing tower to be modified or rebuilt to a taller height and an existing tower shall comply with the table below:

Type	Lattice or Guyed	Monopole 60 Feet in Height or Less	Monopole Greater than 60 Feet in Height
Lattice or Guyed	5,000 feet	5,000 feet	1,500 feet
Monopole 60 Feet in Height or Less	750 feet	250 feet	750 feet
Monopole Greater than 60 Feet in Height	1,500 feet	750 feet	1,500 feet

Notes:

1. Required separation distances are measured from the base of the existing tower to the base of the proposed tower.
2. Measurements shall be measured from the outer perimeter of the towers included in an AM array (excluding guy anchors).
3. Additional towers and antennas may be constructed on a lot with existing towers and antennas and its associated structures.

5. Fall Radius Requirements

Towers shall be located so that there is sufficient radius of land around the tower so that its collapse will be contained on the property where located. A professional engineer licensed under the guidelines of the State of Tennessee shall certify technical documentation concerning

the tower fall radius.

6. Aesthetic Requirements

- a. Towers shall have either a galvanized steel finish or be painted a neutral color to reduce visual obtrusiveness, subject to any applicable FAA standards.
- b. The design of the buildings, related structures, and equipment cabinets shall use colors, landscaping, materials, screening, and textures that will blend them into the natural setting and surrounding buildings.
- c. If an antenna is installed on a structure other than a tower, then the antenna and supporting electrical and mechanical equipment shall be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

7. Landscape and Fencing

- a. In addition to landscape otherwise required, tower facilities shall be landscaped with plant materials that effectively screen the view of the tower compound and ground-based equipment from off-site view.
- b. Existing mature tree growth and natural landforms on the site shall be preserved to the maximum extent practicable. In some cases, such as towers sited on large, wooded lots, natural growth around the property perimeter may be accepted as effective screening.
- c. Towers and related appurtenances, such as guy wire anchors, shall be

- enclosed by security fencing at least six feet in height that shall be equipped with appropriate anti-climbing devices.
8. Application Submittal
 - a. Telecommunication construction plans shall be submitted in accordance with the requirements established by the Department of Building and Neighborhood Services.
 - b. An applicant shall provide an inventory of its existing towers, antennas, or sites approved for towers or antennas that are within the City, and towers outside of the City which serve areas within the City, as well as within the coverage area of the proposed tower or antenna, whether within the City or outside its jurisdiction, including specific information about the design, height, and location of each tower.
 9. Administrative Final Action

The Department of Building and Neighborhood Services may administratively approve the following:

 - a. Telecommunication towers with a height of 60 feet or less, including small cellular potential support structures, that are located on a lot. Small cellular facilities in the right-of-way are subject to the Municipal Code;
 - b. Antennas on existing structures as an accessory use to a nonresidential, mixed-use, or multifamily residential structure of eight or more dwelling units, provided that the antenna:
 - i. Extends no more than 30 feet above the highest point of the structure;
 - ii. Complies with applicable FAA and FCC regulations; and
 - iii. Complies with all applicable building codes. Documentation shall be provided justifying why the antenna cannot be a concealed device; and
 - iv. Antennas on existing towers for collocation purposes. To minimize adverse visual impacts associated with the proliferation and clustering of towers, collocation of antennas by more than one carrier on existing towers shall take precedence over the construction of new towers, provided such collocation is accomplished in a manner consistent with the following:
 - 1) A tower that is modified or reconstructed to accommodate the collocation of additional antennas shall be of the same tower type as the existing tower, unless the Department of Building and Neighborhood Services permits reconstruction as a monopole, or otherwise determines that a different tower type would enhance collocation possibilities;
 - 2) An existing tower may be modified or rebuilt to a taller height, not to exceed 30 feet over the tower's original height, to accommodate the collocation of additional antennae. The tower's pre-modification height shall be used to calculate distance

separation requirements; and
3) A tower that is being rebuilt to accommodate the collocation of an additional antenna may be moved within 50 feet of its existing location, or elsewhere on the site, as determined by the Department of Building and Neighborhood Services. After the tower is rebuilt to accommodate collocation, only one tower may remain on the site. The relocation of a tower shall in no way be deemed to cause a violation of this Subsection.

10. Administrative Appeal

If an administrative final action is for disapproval, then the applicant may file an appeal to the FMPC.

11. FMPC Final Action

Except for telecommunications towers approved administratively in accordance with Clause 5.1.4.T.9, Administrative Final Action, all other towers or antennas must obtain approval by the FMPC, pursuant to Section 20.12, Site Plan.

12. Approval Criteria

The applicable review body shall consider the following criteria in approving applications for towers and antennas and may impose conditions necessary to minimize adverse effects of proposed towers or antennas on adjoining properties:

- a. The applicable standards of the zoning district;
- b. The standards in this Subsection and other applicable standards in this Ordinance;

- c. Tower or antenna height;
- d. Surrounding topography;
- e. Surrounding tree coverage and foliage;
- f. Proposed ingress and egress; and
- g. Availability of suitable existing towers, other structures, or alternative technologies that do not require a tower or structure. No new tower shall be permitted unless the applicant submits evidence that meets one of the following criteria that no existing tower, structure, or alternative technology can accommodate the applicant's proposed antenna:
 - i. No existing towers or structures are located within the geographic area that meets the applicant's engineering conditions consistent with these requirements;
 - ii. Existing towers or structures are of insufficient height to meet the applicant's engineering requirements, or they have insufficient structural strength to support the applicant's proposed antenna and related equipment;
 - iii. The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna;
 - iv. The fees, costs, or contractual provisions required by the owner in order to share an existing tower or structure, or to adapt

an existing tower or structure for sharing exceed the cost of new tower development;

v. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable; or

vi. The applicant demonstrates that an alternative technology that does not require the use of towers or structures is unsuitable. Costs of alternative technology that exceed new tower or antenna development shall not be presumed to render the technology un-suitable.

13. Maintenance

To ensure the structural integrity of towers and antennas, owners shall ensure that they are maintained in compliance with standards contained in applicable building codes and the applicable standards published by the Electronic Industries Association.

If, upon inspection, the tower or antenna fails to comply with such codes and standards and constitutes a danger to persons or property, then, upon notice being given, the owner shall have 30 days to bring such tower or antenna into compliance. Failure to do so shall constitute grounds for the removal of the tower or antenna at the owner's expense.

14. Removal of Abandoned Towers and Antennas

Any tower or antenna that is not operated for a continuous period of 12 months or more shall be considered to have been abandoned, and the owner

shall remove the same within 90 days of receipt of notice of abandonment from the Department of Building and Neighborhood Services. Failure to remove an abandoned tower or antenna within said 90 days shall be grounds to remove the tower or antenna at the owner's expense.

If there are two or more users of a single tower, then this provision shall not become effective until all users abandon the tower. A performance agreement shall be established with appropriate financial security to defray the costs of removal.

15. Nonconforming Towers

a. Nonconforming towers and antennas approved prior to the effective date of this Ordinance shall be permitted to continue their usage as they presently exist. Routine maintenance shall be permitted. All other construction or improvements must comply with this Ordinance.

b. Notwithstanding Clause 5.1.4.T.14, Removal of Abandoned Towers and Antennas, nonconforming towers or antennas that are damaged or destroyed may be rebuilt without having to meet separation requirements. Building permits to rebuild the facility shall be obtained within 180 days from the date the facility is damaged or destroyed. If no permit is obtained or if the permit expires, then the tower or antenna shall be deemed abandoned.

U. Townhouses

In the 1ST district, townhouses are permitted only outside of the FWO and FFO.

V. Uses with Drive-In/Drive Through Facilities

See Paragraph 5.2.7.G, Drive-In/Drive-Through Facilities.

W. Vehicle Sales and Rental

1. Vehicle sales and rental shall not be located on a street intersection composed of two or more arterial streets.
2. Vehicle sales and rental is not permitted on any lot within 200 feet of a dwelling or residential lot.

X. Vehicle Service, Repair, or Wash Facilities

1. Vehicle service, repair, or wash facilities shall take place within an enclosed structure when located:
 - a. Within 500 feet of a dwelling; or
 - b. Within 500 feet of an arterial street or higher classification as shown in Connect Franklin.
2. Any other vehicle service areas or washing bays shall be placed to the rear of the building and screened from off-site.

5.2 Accessory Uses and Structures

5.2.1 General Provisions

- A. Accessory uses and structures are permitted in conjunction with a permitted principal use.
- B. Accessory uses and structures are permitted by district as listed in the table in Subsection 5.2.6, Permitted Accessory Uses and Structures by Zoning District.
- C. Accessory uses and structures are subject to additional requirements, as described in Subsection 5.2.7, Accessory Use and Structure Regulations.
- D. Accessory uses and structures shall be subject to approval by the Department of Building and Neighborhood Services, unless a site plan is required pursuant to Section 20.12, Site Plan.

5.2.2 Accessory Uses

Accessory uses shall be:

- A. Clearly incidental and subordinate to a permitted principal use in terms of area and function;
- B. Customarily found in connection with the principal use;
- C. Located on the same lot as the principal use; and
- D. Owned or operated by the same person as the principal use.

5.2.3 Accessory Structures

Accessory structures shall:

- A. Comply with the maximum number, setback, and height requirements in the applicable zoning district, except those structures subject to Paragraph 5.1.4.T, Telecommunication Towers and Antenna;
- B. Not be located within platted or recorded easements or over underground utilities;

- C. Be subordinate in area and size to the principal building (except for agricultural structures);
- D. Meet all other applicable standards of this Ordinance when taken together with the principal building or use; and
- E. Not be constructed prior to the time the principal building is constructed (except for community gardens and agricultural uses).

5.2.4 Minor Accessory Structures

Minor accessory structures, such as storage or potting sheds, workshops, or greenhouses shall:

- A. Comply with Subsection 5.2.2, Accessory Uses, and Subsection 5.2.3, Accessory Structures;
- B. Not exceed a building footprint of 120 square feet; and
- C. Not be subject to the building type standards associated with the principal building.

5.2.5 Accessory Uses and Structures Table Key

- A. A solid black circle indicates a permitted accessory use or structure in the respective district. The use and structure are also subject to all other applicable requirements of this Ordinance.
- B. A half-black circle indicates additional requirements associated with the permitted accessory use or uses within a district. The use and structure are also subject to all other applicable requirements of this Ordinance.
- C. A blank cell indicates the accessory use is not permitted in the respective district.

5.2.6 Permitted Accessory Uses and Structures by Zoning District

ACCESSORY USE OR STRUCTURE	ZONING DISTRICTS																
Permitted Permitted with Additional Use Regulations per Subsection 5.2.7	AG	ER R1	R2	R3	R4	R6	MR	PD	OR	CI	NC	CC	DD	1ST 5TH	RC6 RC12	GO	LI HI
Accessory Dwellings																	
Agricultural Uses																	
Bed and Breakfasts																	
Canopies																	
Carports																	
Detached Garages																	
Drive-In/Drive-Through Facilities																	
Home Occupations																	
Mailbox Delivery Facilities																	
Outdoor Sales																	
Outdoor Storage																	
Parking Areas Serving a Principal Use																	
Recreational Facilities/Non-Illuminated Athletic Fields																	
Refuse Areas																	
Retail Sales of Goods (as part of a freight or warehouse use)																	
Satellite Dish Antennas																	
Security/Caretaker Quarters																	
Sheds																	

5.2.6 Permitted Accessory Uses and Structures by Zoning District (Continued)

ACCESSORY USE OR STRUCTURE	ZONING DISTRICTS																
Permitted Permitted with Additional Use Regulations per Subsection 5.2.7	AG	ER R1	R2	R3	R4	R6	MR	PD	OR	CI	NC	CC	DD	1ST 5TH	RC6 RC12	GO	LI HI
Short-Term Vacation Rentals																	
Stand-Alone Drive-Through Uses or Automated Teller Machines or Kiosks																	
Storage/Parking of Major Recreational Equipment																	
Storage/Parking of Commercial Vehicles or Trailers																	
Swimming Pools																	
Telecommunication Towers and Antenna																	

5.2.7 Accessory Use and Structure Regulations

In addition to the standards in Subsection 5.2.2, Accessory Uses, and Subsection 5.2.3, Accessory Structures, the following regulations shall apply to each specific accessory use or structure. Where there is a conflict between the Subsections and the specific accessory use or structure, the standards for the specific accessory use or structure shall apply.

A. Accessory Dwelling

1. A maximum of one accessory dwelling is permitted on a lot.
2. On a single-family residential lot, the owner of the lot is a permanent occupant of the premises, as defined under 'family' in Chapter 23, Definitions and Interpretations.
3. The building footprint shall not exceed 50 percent of the building footprint of the principal building.
4. Accessory dwellings shall comply with the principal building type standards for materials, material changes, colors, and roof elements.
5. Accessory dwellings are not required to have exposed foundation cladding.
6. Any dormers shall be set back a minimum of one foot from the exterior wall.
7. Exterior stairs, decks, entry doors, and major windows shall face the principal building, the alley, the street, or the interior of the lot, and away from adjacent properties where possible.
8. Accessory dwellings may be converted from an existing accessory structure, as long as the conversion does not increase any dimensional nonconformity.
9. Parking shall be provided pursuant to Subsection 10.1.6, Minimum Parking.

10. Accessory dwellings shall be subject to all applicable building codes.

B. Agricultural Uses

See Paragraph 5.1.4.A, Agricultural Uses.

C. Bed and Breakfasts

1. Prior to establishment, the applicant for a bed and breakfast shall:
 - a. Hold a neighborhood meeting pursuant to Subsection 20.8.7, Neighborhood Meeting, prior to obtaining FMPC site plan approval; and
 - b. Obtain a City-issued business license.
2. The operator shall permanently reside on the premises.
3. A maximum of four sleeping rooms may be available for transient occupancy by up to eight guests, and in no event shall a sleeping room be occupied by a guest for more than seven consecutive days.
4. Cooking facilities shall not be permitted within individual sleeping rooms, and food may be served only to overnight guests.
5. Dining or gathering areas shall not be leased for social events.
6. Occupancies shall comply with International Fire Code and the National Fire Protection Association Life Safety Code, which may result in additional requirements.

D. Canopies

Canopies, except those associated with gas stations, shall comply with the following:

1. Canopies shall be attached to a principal building and shall not be freestanding or attached to an accessory structure, unless it is located to the rear of the principal building.

2. Canopies shall have a maximum clearance height of 15 feet from the finished grade to the underside of the canopy.
3. Canopies shall use the same exterior materials and architectural style as the principal building. Each column or post shall have a base of brick, natural stone, or cultured stone.
4. Canopy lighting shall comply with Subsection 14.3.5, Canopy and Awning Lights.

E. Carports

1. Carports, whether attached or detached, shall comply with the principal building type standards for materials, material changes, and colors.
2. Carports, whether attached or detached, shall comply with the accessory structure setback in the applicable zoning district.
3. The parking area dimensions shall be at least 10 feet by 20 feet of clear space per vehicle parking space.
4. The footprint shall not exceed 50 percent of the building footprint of the principal building.

F. Detached Garages

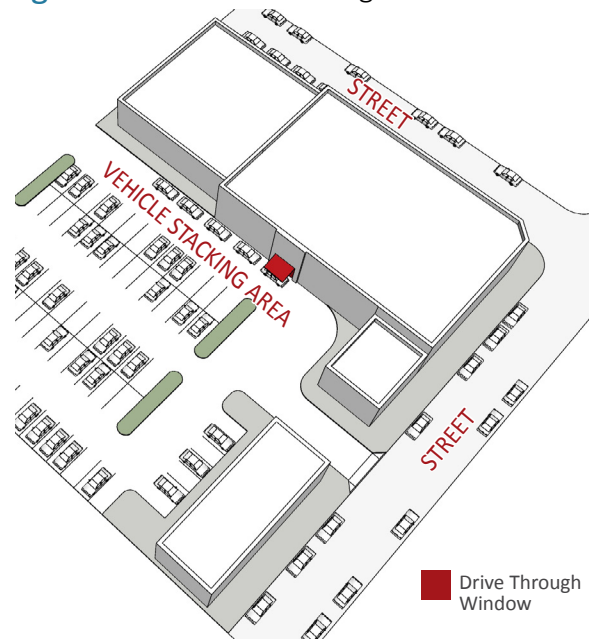
1. Detached garages shall comply with the principal building type standards for garage interior dimensions, materials, material changes, and colors.
2. Detached garages shall comply with the accessory structure setbacks in the applicable zoning district; however, if the lot abuts an alley, the detached garage shall instead comply with the alley-loading garage standards of the building type.
3. The building footprint shall not exceed 50 percent of the building footprint of

the principal building.

G. Drive-In/Drive-Through Facilities

Drive-in or drive-through facilities shall be located behind the building; however, service windows may be located on a side facade only when the side facade faces away from any street.

Figure 5.2.7.F Drive-through window



H. Home Occupations

1. The following home occupations are permitted:
 - a. Accountant;
 - b. Architect;
 - c. Artist;
 - d. Attorney;
 - e. Author;
 - f. Catering;
 - g. Contractor (office only);
 - h. Consulting services, such as designer, draftsman, graphic artist, Information Technology consultant, management or financial

- consultant, real estate agent, or like profession;
 - i. Counseling services that do not provide instruction or counseling services to more than two pupils or clients at a time; however, this shall not preclude a family counseling session, provided that all other provisions of Paragraph 5.2.7.H are followed;
 - j. Data entry;
 - k. Office for direct sales provided that customer contact is via phone/internet or off-site;
 - l. Engineer;
 - m. Insurance agent;
 - n. Manufacturer's representative;
 - o. Office for mobile service provider;
 - p. Planner;
 - q. Small-scale child care that does not provide care for more than four children not related to the resident who is operating the business and meets the standards for a Family Child Care Home, as regulated by the State of Tennessee Department of Human Services;
 - r. Songwriter;
 - s. Tutor; and
 - t. Traveling salesperson.
 - 2. Personal services and retail sales from on-site inventory are prohibited as a home occupation.
 - 3. Home occupations shall:
 - a. Be located entirely within the principal building and not exceed 25 percent of the total floor area of the principal building;
 - b. Be owned and operated by the person residing in the principal building;
 - c. Employ no more than one person who does not reside on the premises;
 - d. Not create traffic or parking congestion, noise, vibration, odor, glare, fumes, or electrical or communications interference that can be detected by the normal senses off the premises;
 - e. Cause no change in the exterior appearance of the existing dwelling or other structures on the premises;
 - f. Not include more than one vehicle not customarily found in a residential district parked on the premises overnight; and
 - g. Not include signs or other means of advertising on the property.
- I. Mailbox Delivery Facilities**
- 1. This type of accessory structure may be on a stand-alone lot or part of a larger development.
 - 2. Centralized mail delivery facilities shall be provided for all subdivisions with seven or more lots. Each delivery location shall be installed in an open space lot or on an individual lot to be owned by the developer or management company. Centralized mail delivery facilities shall be maintained by the homeowner's association or property management association.
 - 3. Each centralized mail location shall be built to USPS specifications with a concrete or asphalt pad and covered roof over and extending three feet on all sides of the cluster box unit. Adequate lighting shall be provided at each unit at an average illuminated intensity of 0.5 foot-candle. The aesthetic and

protective nature of the centralized mail delivery facility shall be considered an integral element of the overall site design and shall be reviewed as part of the development application review procedures.

4. Two dedicated parking spaces shall be provided with easy access to each centralized mail unit. The number of required parking spaces shall increase at a rate of one required space per 50 dwelling units served.

J. Outdoor Sales Area

Outdoor sales areas associated with commercial uses shall:

- a. Be located immediately adjacent to the front building facade;
- b. Be limited to no more than one-half of the length of the front building facade. In the case of a shopping center, the outdoor sales area shall be limited to a maximum of one-half of the storefront associated with the display area;
- c. Be prohibited in fire lanes, drive aisles, parking spaces, or areas intended for pedestrian circulation;
- d. Maintain a minimum pedestrian walkway of at least five feet in width along the front of the display; and
- e. Take place only on an improved surface such as the sidewalk or pavement.

K. Outdoor Storage

1. Any storage shall be located inside of a building or fully enclosed by a shed or similar structure, unless the items stored are:
 - a. Vehicle sales or rental;
 - b. Farm equipment in the AG district;
 - c. Live vegetation that is for retail sale,

provided the location and extent of the area used for such storage is indicated on a site plan; and

- d. Equipment or materials related to Local, State, or Federal government facilities provided such storage is fully screened pursuant to Section 13.3, Screening.
2. Outdoor storage of storage trucks, trailers, covered containers, or similar containers, whether on wheels or stationary, are prohibited, unless it is temporary storage or temporary holiday storage in a portable shipping container in accordance with Section 5.3, Temporary Uses and Structures.
3. Storage tanks of flammable liquid or gas in excess of 1,000 gallons shall be stored underground.
4. Outdoor storage shall comply with Subsection 13.3.6, Outdoor Storage Areas.

L. Refuse Areas

See Subsection 13.3.4, Refuse Areas.

M. Retail Sales as Part of General Warehouse Use

Retail sale of goods as part of permitted freight or warehouse uses shall:

1. Be conducted entirely within the same building as the principal warehouse or freight use;
2. Have hours of operation limited to between 8:00 a.m. and 9:00 p.m., or to the operating hours of the principal use, whichever is more restrictive;
3. Include no additional signage for the retail sales operation;
4. Include only sales items manufactured in the principal building or from part of the principal warehouse's stock; and
5. Be limited to either ten percent

of the total gross floor area of the principal building or 5,000 square feet, whichever is less.

N. Satellite Dish Antennas

Satellite dish antennas measuring one meter (39 inches) or larger in diameter shall:

1. Comply with the setback requirements in the applicable zoning district, unless otherwise permitted by applicable FCC regulations;
2. Be erected in a secure, wind-resistant manner;
3. Be screened so that no more than 40 percent of the area of the satellite dish antenna is visible from public right-of-way. The screen may consist of fencing, buildings, plantings, or any other opaque vegetation or structure permanently affixed to the structure; and
4. Be prohibited in locations where an antenna would be visible from the public right-of-way on lots in the HPO, unless otherwise permitted by applicable FCC regulations.

O. Security/Caretaker Quarters

A dwelling unit for security or caretaker quarters shall:

1. Be limited to one such dwelling unit per permitted principal use;
2. Be inside the principal building (detached dwelling units or mobile homes are prohibited);
3. Not exceed 1,500 square feet of gross floor area;
4. Provide at least one parking space for each bedroom, in addition to the required parking for the principal use; and
5. Be occupied only by the owner,

operator, caretaker, or an employee of the principal building, plus that person's immediate family.

P. Sheds

1. Sheds with a building footprint larger than 120 square feet shall comply with the principal building type standards for materials, material changes, roof elements, and colors.
2. The building footprint shall not exceed 50 percent of the building footprint of the principal building.

Q. Short Term Vacation Rental

See Paragraph 5.1.4.R, Short Term Vacation Rentals.

R. Stand-Alone Drive-Through Uses or Automatic Teller Machines or Kiosks

Stand-alone drive-through uses or automatic teller machines or kiosks shall:

1. Be a permanent structure with a fixed foundation;
2. Be limited in size to 30 percent of the gross floor area of the principal building or 600 square feet, whichever is less;
3. Use the same exterior materials, colors, and architectural style as the principal building;
4. Have adequate vehicle stacking spaces;
5. Be oriented so that vehicle stacking does not queue within public right-of-way or interfere with other on-site vehicular circulation;
6. Not be located in private streets, internal drives, landscaping areas, required yards, or setbacks; and
7. Not use freestanding signs.

S. Storage/Parking of Commercial Vehicles or Trailers

Storage/parking of commercial vehicles or trailers shall comply with the Municipal

Code.

T. Storage/Parking of Major Recreational Equipment

1. Storage or parking of major recreational equipment in the RC6 and RC12 districts shall be limited to approved self storage facilities.
2. Major recreational equipment shall comply with Subsection 13.3.6, Outdoor Storage Areas.

U. Telecommunication Towers and Antenna

See Paragraph 5.1.4.T, Telecommunication Towers and Antenna.

5.3 Temporary Uses and Structures

5.3.1 General Provisions

- A. Temporary uses and structures allow for the short-term activities, many of which would not be allowed on a permanent basis.
- B. Permitted temporary uses and structures are listed in the table in Subsection 5.3.4, Permitted Temporary Uses and Structures by Zoning District.
- C. Temporary uses and structures are subject to additional requirements, as described in Subsection 5.3.5, Temporary Use and Structure Regulations.
- D. Unless expressly stated otherwise, temporary uses and structures shall be subject to approval by the Department of Building and Neighborhood Services.

5.3.2 Temporary Uses and Structures

Temporary uses and structures shall:

- A. Not have substantial adverse effects or noise impacts on nearby residential neighborhoods;
- B. Contain sufficient land area to handle the temporary use or structure without disturbing environmentally sensitive lands; and
- C. Accommodate the parking and traffic movement associated with the temporary use.

5.3.3 Temporary Uses and Structures Table Key

A half-black circle indicates additional requirements associated with the permitted accessory use or uses within a district. The use and structure are also subject to all other applicable requirements of this Ordinance.

5.3.4 Permitted Temporary Uses and Structures by Zoning District

 Temporary Use or Structure Permitted with Additional Use Regulations per Subsection 5.3.5	All Zoning Districts
Construction Dumpster	
Construction Trailer	
Event Tent	
Garage/Yard Sale	
Mobile Food Vendor	
Residential Development Sales Office/Model Home Seasonal Agricultural Sales	
Temporary Field Office	
Temporary Housing	
Temporary Holiday Storage in a Shipping Container	
Temporary Storage in a Shipping Container	
Temporary Place of Business	
Temporary Structures for Institutional Uses	

5.3.5 Temporary Use and Structure Regulations

In addition to the standards in Subsection 5.3.2, Temporary Uses and Structures, the following regulations shall apply to each temporary use or structure.

A. Construction Dumpster

Temporary construction dumpsters or other trash receptacles are used to hold waste from construction projects may be permitted:

1. Within a public right-of-way or other City-owned property, subject to the Municipal Code; or
2. On a lot or construction site, where the dumpster or trash receptacle shall:
 - a. Be located to the side or the rear of the site, to the maximum extent practicable;
 - b. Be located as far as possible from lots containing existing development;
 - c. Not be located within a floodplain or otherwise obstruct drainage flow;
 - d. Not be placed within 15 feet of a fire hydrant or within a required landscape area;
 - e. Be located outside of tree protection fencing and the dripline of existing trees; and
 - f. Be allowed to remain on the site until issuance of a certificate of occupancy.

B. Construction Trailer

Construction trailers are mobile structures used to accommodate temporary offices, dining facilities, and storage of building materials during construction projects, and may be permitted, provided that the trailer

shall:

1. Be located on the same site or in the same development as the related construction;
2. Not be located within a required open space set-aside or landscape area;
3. Be associated with development for which a valid building permit has been or will be issued; and
4. Be allowed to remain on the site until the issuance of a certificate of occupancy.

C. Event Tent

1. Event or party tents and membrane structures larger than 400 square feet shall:
 - a. Be subject to issuance of a permit from the Fire Department;
 - b. Be limited to a maximum of 30 days per occurrence and a maximum of three occurrences per year;
 - c. Not exceed more than two tents on a single lot that is less than 12 acres in size (the Department of Building and Neighborhood Services may approve more than two tents as a part of a special event on a single lot of 20 or more acres in size);
 - d. Maintain a minimum clearance of 20 feet from all other structures and tents;
 - e. Not be placed within required landscape areas;
 - f. Not obstruct emergency vehicle access to adjacent lots or disrupt pedestrian circulation;
 - g. Be removed within two days of the event; and
 - h. Be required to have the area or site restored to its original condition within two days of the tent removal.

2. Tents for event venues are exempt from Clause 5.3.5.C.1.b and c above.

D. Garage/Yard Sale

Garage/yard sales are intended to allow for the occasional sale of miscellaneous household goods in the garage or yard of a dwelling.

1. Garage/yard sales shall:

- a. Be subject to issuance of a garage sale permit by the Department of Revenue Management prior to the sale;
- b. Have the permit posted in a location that is visible from the public right-of-way during the sale;
- c. Not take place on lots beyond the property specified in the permit;
- d. Be limited to a maximum of four per dwelling per year. Members of more than one dwelling may join in obtaining a permit for a sale to be conducted at the dwelling of one of the persons indicated on the permit;
- e. Not exceed a maximum duration of two consecutive days per sale or more than eight total days per calendar year;
- f. Be limited to the hours of 7:00 a.m. to 9:00 p.m.; and
- g. Not negatively affect surrounding properties in terms of noise, boisterous conduct, trash, parking, or impede the flow of traffic on nearby streets.

2. Following the conclusion of the sale, unsold items or other sale-related materials shall be removed from public view and trash must be placed in receptacles in accordance with solid waste regulations.

3. The applicant to whom a permit is issued and the owner or tenant of the premises on which a sale is conducted shall be jointly and severally responsible for the sale and the premises.

4. A police officer or other City official responsible for enforcing this or other City ordinances shall have the right of entry onto the premises showing evidence of a sale for enforcement or inspection and may close the premises from the sale.

5. The Police Department may enforce temporary controls to alleviate special hazards or congestion created by a sale.

6. Failure to observe these standards can result in revocation of the permit and the inability to obtain a subsequent permit for a period of up to two years.

7. If a sale is not held on the dates for which the permit is issued or is terminated during the first day of the sale because of inclement weather conditions and a statement by the permit holder to this effect is submitted, then another permit may be issued to the applicant for a sale to be conducted at the same location within 30 days from the date when the first sale was to be held, with no additional permit fee.

E. Mobile Food Vendors

See the Municipal Code.

F. Residential Development Sales Office/ Model Home

Temporary real estate sales offices/model homes are for the initial sale or lease of properties or buildings within a developing residential development and shall:

1. Not exceed one sales office or model home per builder or developer in a section or phase of a new development;
2. Be operated by a developer or builder active in the same section or phase where the sales office or model home is located;
3. Be located on an approved lot intended to be occupied by a dwelling unit;
4. Comply with the applicable zoning district standards or the development plan, if applicable;
5. Be aesthetically compatible with the character of surrounding development in terms of exterior color, predominant exterior building materials, and landscape;
6. Be either constructed and intended for ultimate residential use as part of the residential development or a temporary modular office unit. If a temporary modular office unit is constructed, the following additional standards shall be met:
 - a. The modular office unit must be placed on a proper foundation, as recommended by the manufacturer.
 - b. Skirting shall be installed around all sides of the modular office unit; and
 - c. Evergreen shrubs shall be planted around the base of the structure, each located five feet on-center, when visible from other developed lots or public right-of-way; and

7. Be removed or, if a model home, converted into a permanent dwelling once the occupancy in the section or phase of the development reaches 85 percent.

G. Seasonal Agricultural Sales

Seasonal agricultural sales shall:

1. Be contained in an area that will support the proposed temporary sale of products without encroaching into or creating a negative impact on existing vegetated areas, open space, landscaping, traffic movements, or parking space availability;
2. Not occur within the public right-of-way or within 200 feet of a dwelling;
3. Maintain a minimum pedestrian walkway of at least five feet in width along the front of the display;
4. Be limited to products obtained primarily through farming or agricultural activities, including:
 - a. Pumpkins;
 - b. Grains and seed crops;
 - c. Fruits and vegetables;
 - d. Nursery, floral, ornamental, and greenhouse products;
 - e. Trees and forest products, including Christmas trees, firewood, and pine straw;
 - f. Bees and beekeeping products;
 - g. Seafood; and
 - h. Dairy products.
5. Not include processed or prepared food products;
6. Not involve the display or short-term storage of products on-site for a period of two days or longer;
7. Not involve sales which are accomplished solely from a vehicle;
8. Be limited to the hours of 7:00 a.m.

to 9:00 p.m., or the same hours of operation as a principal use on the same lot, whichever is more restrictive; and

9. Be allowed on an individual lot a maximum of 120 days per calendar year.

H. Temporary Field Office

Temporary field offices are intended for businesses that wish to substantially redevelop their properties while operating on-site during the construction period. Temporary field offices shall:

1. Be limited to office and administrative uses and not involve the interior stocking or interior display of merchandise for immediate sale;
2. Be shown on any applicable site plan. The applicant shall provide the characteristics of the use, location of the temporary structure, temporary signage, parking, sanitation, landscaping, safety, etc. and shall include a definitive timeframe and construction schedule for the permanent building, along with proof of necessity for the temporary field office;
3. Be subject to a performance agreement prior to issuance of a building permit for the removal of the temporary field office if the structure exceeds the permitted timeframe;
4. Be associated with a building permit for the principal building and shall coincide with the construction of the principal building for a period not to exceed 60 days preceding the start of construction of the principal building and 30 days beyond the issuance of a certificate of occupancy for the principal building or it shall expire with

the building permit expiration for the principal building, whichever is sooner, but in no case shall the period exceed two years, unless approved by the BOMA; and

5. Be an approved manufactured structure or a structure designed by a State of Tennessee Licensed Professional Engineer or Architect and shall comply with the City's adopted building and fire codes.

I. Temporary Housing

This use is intended to provide temporary housing on a site where a previous dwelling was destroyed or rendered uninhabitable. Temporary housing shall:

1. Be in the form of a mobile or modular home;
2. Be located in accordance with the minimum setbacks and required yards to the maximum extent practicable;
3. Not include permanent alterations to the site;
4. Remain in place for a maximum of six months, but the duration may be extended for an additional three-month period with approval by the Department of Building and Neighborhood Services; and
5. Be removed within 30 days of the certificate of occupancy for the principal building.

J. Temporary Holiday Storage in a Shipping Container

Temporary holiday storage in a shipping container shall:

1. Serve an existing principal use;
2. Be located in the rear or side yard;
3. Maintain a minimum ten-foot setback from any lot line or structure;
4. Not impede ingress, egress, or

emergency access; and

5. Be placed on the site only between November 1 and January 31.

K. Temporary Storage in a Shipping Container

Temporary storage in a shipping container shall:

1. Serve a principal use;
2. Be located in the rear or side yard;
3. Maintain a minimum ten-foot setback from any lot line or structure;
4. Not impede ingress, egress, or emergency access; and
5. Not exceed a maximum duration of 30 days over a five-year period or be present only during a construction period.

L. Temporary Place of Business

This use is intended to provide a temporary place of business on a site where the previous place of business was destroyed or deemed unsafe for human occupancy by natural disaster or hazard. A temporary place of business shall:

1. Be an approved manufactured structure or a structure designed by a State of Tennessee Licensed Professional Engineer or Architect;
2. Meet the minimum setbacks and required yards;
3. Remain in place for six months or less, but may be extended for an additional three-month period as approved by the Department of Building and Neighborhood Services; and
4. Be removed within 30 days of the certificate of occupancy for the principal building.

M. Temporary Structures for Institutional Uses

Temporary structures, such as modular classrooms or portable buildings, serving institutional uses shall:

1. Be located to the side or rear of the principal building and at least five feet from any other structure;
2. Be permitted within the building envelope but not within required parking, open space set-aside, or required landscape areas;
3. Have skirting or other methods that prevent unauthorized access underneath the structures;
4. Have evergreen shrubs planted around the base of the structure, each located five feet on-center, when visible from other developed lots or public right-of-way;
5. Comply with parking requirements according to Subsection 10.1.6, Minimum Parking;
6. Remain on the site a maximum of three years, but may be renewed for up to two additional one-year periods, as approved by the Department of Building and Neighborhood Services. The applicant shall submit a request at least 30 days prior to the expiration date. In no event, however, shall such extensions allow the temporary structure to remain on the site for more than five years;
7. Be required to have the area restored to its original condition following the removal of the temporary structure, including required trees and shrubs, unless the area is intended to accommodate new construction; and
8. Comply with Chapter 21, Performance Agreements, as applicable, to ensure the site is restored to its original condition.

CHAPTER 6

BUILDING TYPES

6.1 General Provisions	111
6.2 Overview of Building Types by Zoning District	112
6.3 House	114
6.4 Duplex	118
6.5 Multiplex	122
6.6 Townhouse	124
6.7 Multifamily	128
6.8 Commercial/Mixed-Use Building	132
6.9 Large-Scale Retail Building	138
6.10 Civic Building	142
6.11 Flex Building	144

6.1 General Provisions

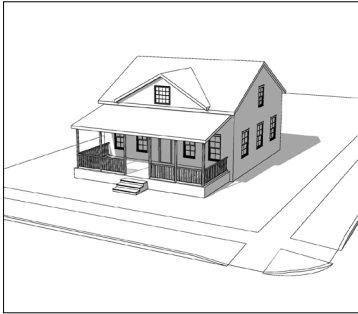
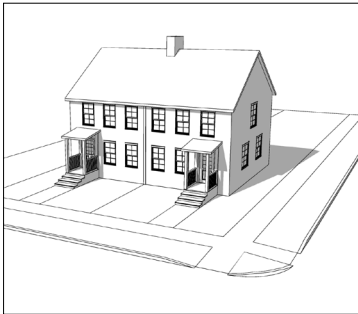
6.1.1 Applicability

This Chapter shall apply to:

- A. New principal buildings;
- B. An expanded or altered portion of any existing principal building;
- C. The entire existing principal building when an expansion or alteration exceeds 50 percent of the building's existing square footage prior to the expansion or alteration; and
- D. Any accessory structure as specifically required by Section 5.2, Accessory Use and Structures.

6.2 Overview of Building Types by Zoning District

Building types are used to organize certain standards that apply to buildings. Building types are permitted by zoning district and in some cases, further regulated by overlay district. Each principal building shall comply with all standards and tables for the corresponding building type.

Building Type Description	Illustration	Districts Where Permitted
House: A building containing one dwelling unit on its own lot, surrounded by yards on all sides. In some districts, nonresidential uses may be housed in this building type.		AG ER R1 R2 R3 R4 R6 MR PD OR CI CC DD 1ST GO
Duplex: A building containing two dwelling units, which may be side-by-side, stacked, or front-to-back. They may have separate entrances or a shared common entrance.		MR PD OR CI CC DD GO
Multiplex: A building containing three to four dwelling units that has the appearance of one house from the street.		MR PD OR CI CC DD GO
Townhouse: A building where the dwelling units are joined side-by-side and separated by shared walls. Each dwelling unit has independent access to the frontage and may have small yards.		MR PD OR CI CC DD GO

Multifamily Building: A building containing five or more dwelling units, with the units often stacked vertically, sharing common vertical walls and/or horizontal floors and ceilings, and often called apartments, lofts, condominiums, stacked flats, or age-restricted independent living.



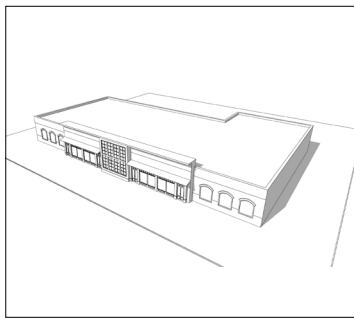
PD CI RC6 RC12
GO

Commercial/Mixed-Use Building: A building that typically accommodates a single use or a vertical or horizontal mix of commercial uses. Multifamily residential may be on upper floors, depending on the district.



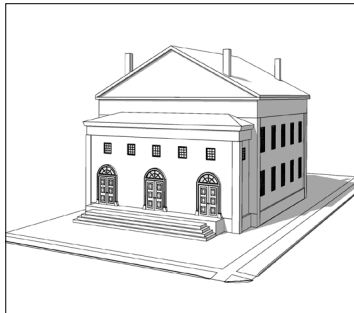
PD NC CC DD
1ST 5TH RC6 RC12
GO LI HI

Large-Scale Retail Building: A building of 50,000 square feet or more that is most commonly associated with large-format commercial uses. It may have several commercial uses in the building or have in-line retail, either beside or in front of the primary anchor tenant.



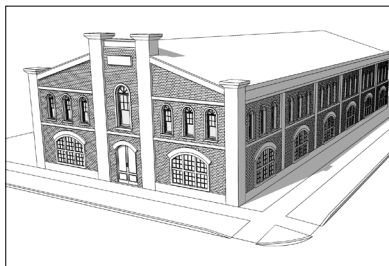
PD RC6 RC12

Civic Building: A building erected to be used only for civic or institutional purposes. It may be designed to stand apart from its surroundings due to the special nature of its use as a public facility or it may blend in with its surroundings. Civic and institutional uses may be in other building types.



CI PD NC CC
DD 1ST 5TH RC6
RC12 GO LI

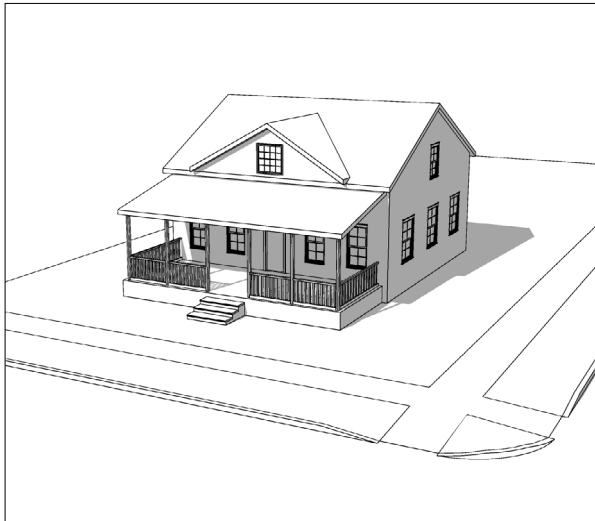
Flex Building: A building designed to accommodate uses in the industrial districts.



LI HI

6.3 House

A building containing one dwelling unit on its own lot, surrounded by yards on all sides. In certain districts, commercial uses may be housed in this building type. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

AG ER R1 R2 R3 R4 R6 MR PD
OR CI CC DD 1ST GO

Number of Dwelling Units

Dwelling Units 1 per building

Building Orientation and Entry

Main entrance	Prominently located on front facade and highly visible
Entry Features	Shall have a covered porch, covered stoop, or a balcony over the entrance
Facade Position	The front facade shall face the frontage

Building Orientation and Entry (Continued)

Side Facade Facing a Frontage	Shall have a similar level of architectural detailing, window alignment, and organization as the front facade
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Windows

Glazing	Minimum 15% on front facades
Window Shape and Alignment	Vertically proportioned and symmetrically aligned, but exceptions may be approved for particular architectural style e.g. prairie style
Trim on Windows Facing a Frontage	Minimum 4-inch trim with sill and top plate when siding surrounds the window Soldier course above the lintel and a rollock course below the sill when brick or stone surrounds the window
Shutters	If any, shutters shall be proportioned to cover one-half the width of the window from each side or the total window from one side

Foundations, Porches, and Stoops

Finished Floor Elevation	Minimum 18 inches above grade at front facade
Porch Depth	Minimum 6 feet of clear space, exclusive of railings, pillars, columns, or other porch features
Stoop Depth	3 to 6 feet deep

Roof Elements

Pitch	3:12 to 12:12, excluding small roof sections over porches, entryways, or similar features
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Materials

Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Accent Materials (Up to 25 Percent of Net Facade)	Architectural metal, such as stainless steel, copper, brushed nickel, brass, etc., authentic stucco, or any primary material not used as a primary material on the building
Foundation Cladding	Brick, natural stone, cultured stone, or authentic stucco
Porch Pier Cladding	Brick, natural stone, cultured stone, or authentic stucco and painted or stained latticework between each pier
Chimney Cladding	Brick, natural stone, cultured stone, or material to match the primary material of the facade
Prohibited Materials	Aluminum siding, corrugated metal siding, EIFS, vinyl cladding, or exposed smooth-faced concrete block, unless finished with brick, stone, or authentic stucco
Materials in CFO or CAO	See applicable overlay district

Material Changes

	Primary materials on a front facade shall continue down side facades at least 20 feet and the entire length of side facade facing a frontage
Material Changes	Excluding trim, any material changes shall coincide with form, structural, or massing changes and shall not occur at the outside corner of such change

Colors

Colors	Up to three colors, including material colors, but excluding trim colors
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable

Facade Variety

Front Facades	For development projects that include more than one house, a variety of front facade elevations shall be provided, proof of which shall be submitted with a site plan
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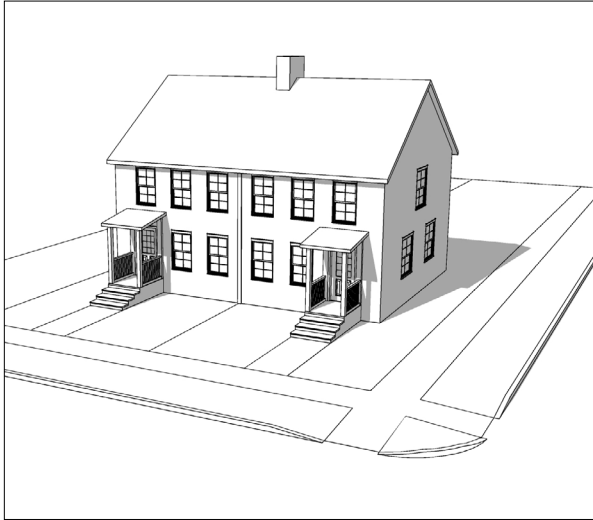
Garage	
Garage Scale	Shall be subordinate in scale and massing to the building it serves
Frontage-Facing Garages	
Front-Facing Garage Setback	Minimum 20 feet behind front facade and front door and 22 feet from sidewalk
Front-Facing Garage Plane Width	Not more than 40% (measured from the outside edges of the doors) of the total linear width of the front facade
Side-Street Facing Garage Setback	Minimum of 22 feet from sidewalk and 3 feet behind side facade
Garage Door Width	Maximum 9 feet
Separation Between Garage Doors	Minimum 2 feet
Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space Carriage house garage doors (counts as two) Garage doors behind the rear elevation (counts as two) Garage doors painted to match the main or accent color of the house
Three Required Architectural Features	Two ornamental light fixtures One window per garage parking space Eaves with exposed rafters and/or with a minimum 6-inch projection from the facade plane Roof line changes Dormers Decorative gable vent covers Decorative corncing.
Alley-Loading Garages	
Garage Setback	5 feet or at least 22 feet from alley right-of-way At least 22 feet from a mews right-of-way, when facing a mews the rear facade shall have a pedestrian door
One-Car Garage Door Width	Maximum 9 feet
Two-Car Garage Door Width	16 to 18 feet
Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space
Separation Between Garage Doors	Minimum 2 feet
Parking Pad	If any, minimum 10 feet by 22 feet
Side- or Rear-Loading Garages Facing Interior Lot Lines	
Garage Setback	Minimum 3 feet behind front facade and front door
One-Car Garage Door Width	Maximum 9 feet
Two-Car Garage Door Width	16 to 18 feet
Separation Between Garage Doors	Minimum 2 feet
Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space
Carports	
Requirements	See Paragraph 5.2.7.E, Carports

Transitional Features

Requirements See Chapter 8, Transitional
Features

6.4 Duplex

A building containing two dwelling units, which may be side-by-side, stacked, or front-to-back. They may have separate entrances or a shared common entrance. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

MR PD OR CI CC DD GO

Number of Dwelling Units

Dwelling Units 2 per building

Building Orientation and Entry

Main entrance	Prominently located on front facade and highly visible Duplexes in existing single-family subdivisions shall be limited to one entrance on the front facade
Entry Features	Shall have a covered porch or covered stoop
Facade Position	The front facade shall face the frontage

Building Orientation and Entry (Continued)

Side Facade Facing a Frontage	Shall have a similar level of architectural detailing, window alignment, and organization as the front facade, including side or wrap-around porches
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Windows

Glazing	Minimum 15% on front facades
Window Shape and Alignment	Vertically proportioned and symmetrically aligned
Trim on Windows Facing a Frontage	Minimum 4-inch trim with sill and top plate when siding surrounds the window Soldier course above the lintel and a rollock course below the sill when brick or stone surrounds the window
Shutters	If any, shutters shall be proportioned to cover one-half the width of the window from each side or the total window from one side

Foundations, Porches, and Stoops

Finished Floor Elevation	Minimum 18 inches above grade at front facade
Porch Depth	Minimum 6 feet of clear space, exclusive of railings, pillars, columns, or other porch features
Stoop Depth	3 to 6 feet deep

Roof Elements

Pitch	3:12 to 12:12, excluding small roof sections over porches, entryways, or similar features
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Materials

Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Accent Materials (Up to 25 Percent of Net Facade)	Architectural metal, such as stainless steel, copper, brushed nickel, brass, etc., authentic stucco, or any primary material not used as a primary material on the building
Foundation Cladding	Brick, natural stone, cultured stone, or authentic stucco
Porch Pier Cladding	Brick, natural stone, cultured stone, or authentic stucco and painted or stained latticework between each pier
Chimney Cladding	Brick, natural stone, cultured stone, authentic stucco, or material to match the primary material on the facade
Prohibited Materials	Aluminum siding, corrugated metal siding, EIFS, vinyl cladding, or exposed smooth-faced concrete block, unless finished with a brick, stone, or authentic stucco
Materials in CFO or CAO	See applicable overlay district

Material Changes

	Primary materials on a front facade shall continue down side facades at least 20 feet and the entire length of side facade facing a frontage
Material Changes	Excluding trim, any material changes shall coincide with form, structural, or massing changes and shall not occur at the outside corner of such change

Colors

Colors	Up to three colors, including material colors, but excluding trim colors
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable

Facade Variety

Front Facades	For development projects that include more than one duplex, a variety of front facade elevations shall be provided, proof of which shall be submitted with a site plan
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Garage		Alley-Loading Garages	
Garage Scale	Shall be subordinate in scale and massing to the building it serves	Garage Setback	5 feet or at least 22 feet from alley right-of-way or drive aisle, where no alley right-of-way exists At least 22 feet from a mews right-of-way, when facing a mews the rear facade shall have a pedestrian door
Frontage-Facing Garages			
Number of Garage Doors	Maximum of 1 frontage-facing garage at a minimum of 20 feet behind front facade and front door and 22 feet from sidewalk Any additional garages shall be located at the rear of the building	One-Car Garage Door Width	Maximum 9 feet
Garage Door Width	Maximum 9 feet	Two-Car Garage Door Width	16 to 18 feet
Interior Dimensions	Minimum 10 feet by 20 feet	Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space
Garage Door Width	Maximum 9 feet	Parking Pad	If any, minimum 10 feet by 22 feet
Three Required Architectural Features	Carriage house garage doors (counts as two)	Side- or Rear-Loading Garages Facing Interior Lot Lines	
	Garage doors behind the rear elevation (counts as two)	Garage Setback	Minimum 3 feet behind front facade and front door
	Garage doors painted to match the main or accent color of the house	One-Car Garage Door Width	Maximum 9 feet
Three Required Architectural Features	Two ornamental light fixtures	Two-Car Garage Door Width	16 to 18 feet
	One window per garage parking space	Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space
	Eaves with exposed rafters and/or with a minimum 6-inch projection from the facade plane	Carports	
	Roof line changes	Requirements	See Paragraph 5.2.7.E, Carports
	Dormers	Transitional Features	
	Decorative gable vent covers	Requirements	See Chapter 8, Transitional Features
	Decorative cornicing		

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6.5 Multiplex

A building containing three to four dwelling units that has the appearance of one house from the street. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

MR PD OR CICC DD GO

Number of Dwelling Units

Dwelling Units 3 to 4 per building

Building Orientation and Entry

Main entrance	Only one entrance on the front facade shall be prominently located and highly visible
Entry Features	Shall have a covered porch or covered stoop
Facade Position	The front facade shall face the frontage
Side Facade Facing a Frontage	Shall have a side porch or wrap-around porch Shall have a similar level of architectural detailing, window alignment, and organization as the front facade

Windows

Glazing	Minimum 15% on front facades
Window Shape and Alignment	Vertically proportioned and symmetrically aligned
Trim on Windows Facing a Frontage	Minimum 4-inch trim with sill and top plate when siding surrounds the window Soldier course above the lintel and a rollock course below the sill when brick or stone surrounds the window
Shutters	If any, shutters shall be proportioned to cover one-half the width of the window from each side or the total window from one side

Foundations, Porches, and Stoops

Finished Floor Elevation	Minimum 18 inches above grade at front facade
Porch Depth	Minimum 6 feet of clear space, exclusive of railings, pillars, columns, or other porch features
Stoop Depth	3 to 6 feet deep

Materials

Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Accent Materials (Up to 25 Percent of Net Facade)	Architectural metal, such as stainless steel, copper, brushed nickel, brass, etc., authentic stucco, or any primary material not used as a primary material on the building

Materials (Continued)

Foundation Cladding	Brick, natural stone, cultured stone, or authentic stucco
Porch Pier Cladding	Brick, natural stone, cultured stone, or authentic stucco and painted or stained latticework between each pier
Chimney Cladding	Brick, natural stone, cultured stone, authentic stucco, or material to match the primary material of the facade
Prohibited Materials	Aluminum siding, corrugated metal siding, EIFS, vinyl cladding, or exposed smooth-faced concrete block, unless finished with a brick, stone, or authentic stucco
Materials in CFO or CAO	See applicable overlay district

Material Changes

Material Changes	Primary materials on a front facade shall continue down side facades at least 20 feet and the entire length of side facade facing a frontage Excluding trim, any material changes shall coincide with form, structural, or massing changes and shall not occur at the outside corner of such change
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Colors

Colors	Up to three colors, including material colors, but excluding trim colors
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable

Facade Variety

Front Facades	For development projects that include more than one multiplex, a variety of front facade elevations shall be provided, proof of which shall be submitted with a site plan
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Garages

Garage Location	Shall be located to the rear of the building
Garage Scale	Shall be subordinate in scale and massing to the building it serves
Garage Setback	5 feet or at least 22 feet from alley right-of-way or drive aisle, where no alley right-of-way exists At least 22 feet from a mews right-of-way, when facing a mews the rear facade shall have a pedestrian door
One-Car Garage Door Width	Maximum 9 feet
Two-Car Garage Door Width	16 to 18 feet
Separation Between Garage Doors	Minimum 2 feet
Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space
Parking Pad	If any, minimum 10 feet by 22 feet

Carports

Requirements	See Paragraph 5.2.7.E, Carports
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Transitional Features

Requirements	See Chapter 8, Transitional Features
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6.6 Townhouse

A building where the dwelling units are joined side-by-side and separated by shared walls. Each dwelling unit has independent access to the frontage and may have small yards. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

MR PD OR CI CC DD GO

Number of Dwelling Units

Dwelling Units Maximum 6 per building

Dwelling Unit Orientation and Entry

Main entrance	Each entrance prominently located on front facade and highly visible
Facade Position	Each dwelling unit shall face the frontage
Side Facade Facing a Frontage	Shall have a similar level of architectural detailing, window alignment, and organization as the front facade

Windows

Glazing	Minimum 15% on the front facade
Window Shape and Alignment	Vertically proportioned and symmetrically aligned
Trim	Minimum 4-inch trim with sill and top plate when siding surrounds the window Soldier course above the lintel and a rollock course below the sill when brick or stone surrounds the window
Trim on Windows Facing a Frontage	Minimum 4-inch trim with sill and top plate when siding surrounds the window Soldier course above the lintel and a rollock course below the sill when brick or stone surrounds the window
Shutters	If any, shutters shall be proportioned to cover one-half the width of the window from each side or the total window from one side

Facade Standards for Each Unit

Entry Features	The front facade of each dwelling unit shall have a covered porch, covered stoop, or balcony over the main entrance
Two Required Features	A dormer with a window Eaves with a minimum six-inch projection from the front facade with architectural details Additional features framing windows, such as shutters, transoms, arches, or other architectural elements
Side Facade Facing a Frontage	Shall have a similar level of architectural detailing, symmetrically aligned windows, and organization as the front facade, such as side or wrap-around porches

Facade Variety

Building details, materials, windows, doors, and trim shall reflect a complementary architectural style, but the front facade of each dwelling unit shall vary from adjoining dwelling units in at least two of the following ways:

- A. Varied architectural elements associated with the main entrance and entry features
- B. Varied features framing windows
- C. Front facade projections or recesses with a minimum depth of eight inches
- D. Different primary materials and/or colors on a facade, such as alternating among natural brick and painted brick colors, or other materials as permitted

Facade Variety (Continued)

A townhouse building with up to 6 units may be exempt from varying each unit above when it complies with the following: A townhouse building may have substantially similar front facades for each unit if there are no other substantially similar townhouse building facades within view of the townhouse building

For development projects that include more than one building, a variety of front facade elevations shall be provided, proof of which shall be submitted with a site plan

Foundations, Porches, and Stoops

Finished Floor Elevation	Minimum 18 inches above grade at front facade
Porch Depth	Minimum 6 feet of clear space, exclusive of railings, pillars, columns, or other porch features
Stoop Depth	3 to 6 feet deep

Roof Elements

Pitch	3:12 to 12:12, excluding small roof sections over porches, entryways, or similar features
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Materials

Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
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Accent Materials (Up to 25 Percent of Net Facade)	Architectural metal, such as stainless steel, copper, brushed nickel, brass, etc., authentic stucco, or any primary material not used as a primary material on the building
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Foundation Cladding	Brick, natural stone, cultured stone, or authentic stucco
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Porch Pier Cladding	Brick, natural stone, cultured stone, or authentic stucco and painted or stained latticework between each pier
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Chimney Cladding	Brick, natural stone, cultured stone, authentic stucco, or material to match the primary material of the facade
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Prohibited Materials	Aluminum siding, corrugated metal siding, EIFS, vinyl cladding, or exposed smooth-faced concrete block, unless finished with a brick, stone, or authentic stucco
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Materials in CFO or CAO	See applicable overlay district
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Material Changes

Material Changes	Primary materials on a front facade shall continue down side facades at least 20 feet and the entire length of side facade facing a frontage Excluding trim, any material changes shall coincide with form, structural, or massing changes and shall not occur at the outside corner of such change
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Colors

Colors	Up to three colors, including material colors, but excluding trim colors
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Prohibited Colors	Overly bright or neon colors
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HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable
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Garages

Garage Location	Shall be located to the rear of the building and served by an alley or drive aisle
Garage Scale	Shall be subordinate in scale and massing to the building it serves
Garage Setback	5 feet or at least 22 feet from alley right-of-way or drive aisle, where no alley right-of-way exists At least 22 feet from a mews right-of-way, when facing a mews the rear facade shall have a pedestrian door
One-Car Garage Door Width	Maximum 9 feet
Two-Car Garage Door Width	16 to 18 feet
Separation Between Garage Doors	Minimum 2 feet
Interior Dimensions	Minimum 10 feet by 20 feet per vehicle parking space
Parking Pad	If any, minimum 10 feet by 22 feet

Carports

Requirements See Paragraph 5.2.7.E, Carports

Transitional Features

Requirements See Chapter 8, Transitional Features

6.7 Multifamily

A building containing five or more dwelling units, with the units often stacked vertically, sharing common vertical walls and/or horizontal floors and ceilings, and often called apartments, lofts, condominiums, stacked flats, or age-restricted independent living. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

PD CI RC6 RC12 GO

Number of Dwelling Units

Dwelling Units Minimum 5 per building

Building Orientation and Entry

Entrances Prominently located on front facade and highly visible
Facades along a street or internal drive shall have individual entrances to all publicly-accessed ground floor uses and all ground floor dwelling units

Facade Position The front facade shall face the public street, private street, or internal drive, in that priority order
The front facade shall parallel the frontage

Windows

Glazing Minimum 15% on facades facing frontages

Orientation Vertically proportioned

Window Arrangement Upper floor windows and other features shall be aligned with those of ground floor

Window Openings Shall be punched and recessed a minimum of 3 inches from the facade

Shutters If any, shutters shall be proportioned to cover one-half the width of the window from each side or the total window from one side

Prohibited Tinted glass, reflective glass, and other glass treatments that inhibit views into the building

Facade Variety

A building facade shall not be within view of another same building facade. Building facades shall be distinguished by variation in all the following elements:

- A. A change in shape, sill and header height, detail, size, spacing , rhythm, and muntin pattern of windows
- B. A change of building or cornice height
- C. A change in cornice details
- D. A change of wall material or wall color
- E. A change in trim courses and other horizontal elements
- F. A change in dormer or balcony design, if any
- G. Providing or changing pilasters, columns, or other facade elements

Vertical Articulation

Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize the proportion of height to width
--------------------	--

Facade Design	Proportions Proportions shall be based on approximate ratio of the golden mean (1.618:1)
---------------	---

Vertical Articulation (Continued)

A facade greater than 160 ft in width shall be differentiated so that it appears to be comprised of two or more adjacent buildings, by dividing such facade into 18- to 160-foot segments, each of which includes a separate entrance and differs from each of the other segments with respect to all of the following:

- A. A change in shape, sill and header height, detail, size, spacing , rhythm, and muntin pattern of windows
- B. A change of building or cornice height
- C. A change in cornice details
- D. A change of wall material or wall color
- E. A change in trim courses and other horizontal elements
- F. A change in dormer or balcony design, if any
- G. Providing or changing pilasters, columns, or other facade elements

Facade Articulation

Horizontal Articulation

Horizontal Articulation	Shall define the base, middle, and cap
Base	Shall anchor the building to the ground with unique design elements, such as a change in materials, a change in the profile of the facade material, or pedestrian-scale architectural elements such as fenestration
Cap	Shall provide a visual change from the main body of the building and be visible from the public realm

Roof Elements

Rooftop Mechanical Equipment	See Subsection 13.3.2, Rooftop Mechanical Equipment
Green Roofs	May be used to achieve stormwater treatment and LSA requirements

Materials

Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Material Changes	Primary materials on a front facade shall continue down side facades at least 20 feet and the entire length of side facade facing a frontage Excluding trim, any material changes shall coincide with form, structural, or massing changes and shall not occur at the outside corner of such change
Accent Materials (Up to 25 Percent of Net Facade)	Architectural metal, authentic stucco, or any primary material not used as a primary material on the building
Prohibited Materials	Corrugated metal, EIFS, smooth-faced or split-faced concrete block, vinyl cladding, and similar facade finishes
Materials in CFO or CAO	See applicable overlay district

Material Changes

Material Changes	Primary materials on a front facade shall continue down side facades at least 20 feet and the entire length of side facade facing a frontage Excluding trim, any material changes shall coincide with form, structural, or massing changes and shall not occur at the outside corner of such change
------------------	--

Colors

Colors	Up to three colors, including material colors, but excluding trim colors
--------	--

Color Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
---------------	--

Prohibited Colors	Overly bright or neon colors
-------------------	------------------------------

Color in HHO	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable
--------------	---

Garages/Carports

Garages	If any, shall be located to the rear of the buildings and accessed by an alley or drive aisle
---------	---

Garage Setback	5 feet or at least 22 feet from alley right-of-way or drive aisle, where no alley right-of-way exists
----------------	---

Carports	See Paragraph 5.2.7.E, Carports
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Transitional Features

Requirements	See Chapter 8, Transitional Features
--------------	--------------------------------------

6.8 Commercial/Mixed-Use Building

A building that typically accommodates a single use or a vertical or horizontal mix of commercial uses. Multifamily residential may be on upper floors, depending on the district. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

PD NC CC DD 1ST 5TH RC6 RC12
GO LI HI

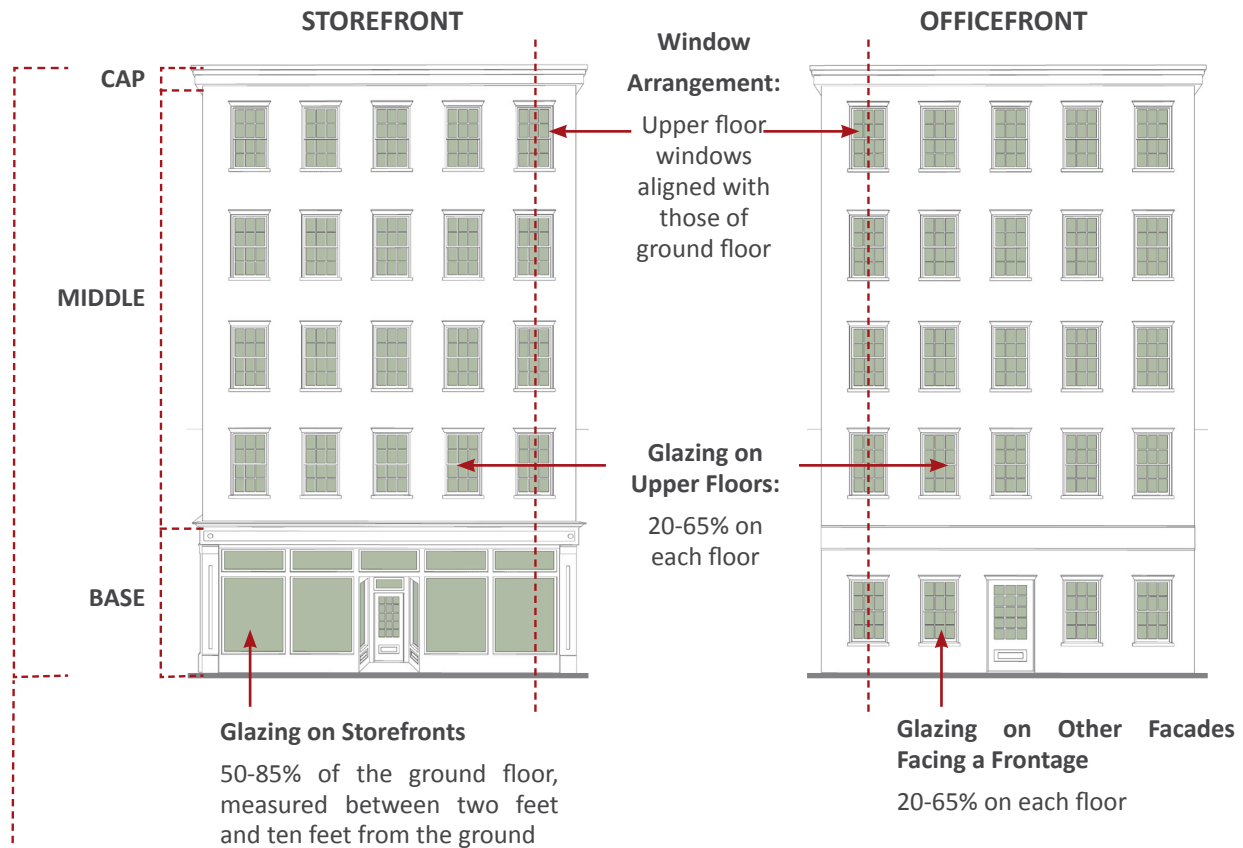
Building Orientation and Entry

Main Entrance	Prominently located on the front facade and highly visible
Facade Location	The front facade shall face the public street, private street, or internal drive, in that priority order The building shall parallel the frontage

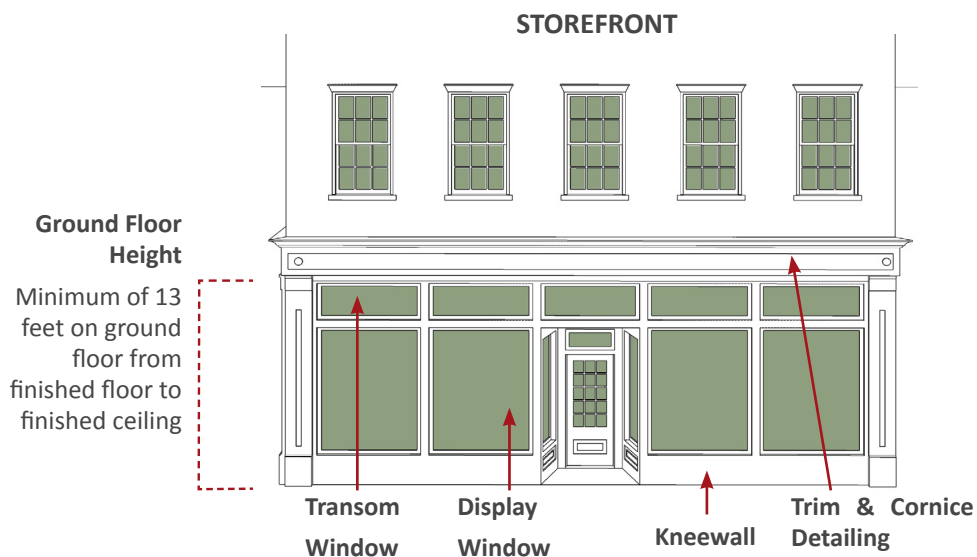
Windows

Orientation	Vertically proportioned
Window Arrangement	Upper floor windows shall be aligned with those of ground floor
Window Openings	Shall be punched and recessed a minimum of 3 inches from the facade
Glazing on Storefronts	50 to 85 percent of the ground floor, measured between two feet and ten feet from the ground 20 to 65 percent of upper floors
Glazing on All Other Facades Facing a Frontage	20 to 65 percent on each floor
Glazing for Buildings Over 6 Stories	May exceed the maximum glazing above and may have tinted glass, reflective glass and other glass treatments and may be the primary building material
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building

Figure 6.6.1 Facade Articulation for Buildings with Two-Stories or More

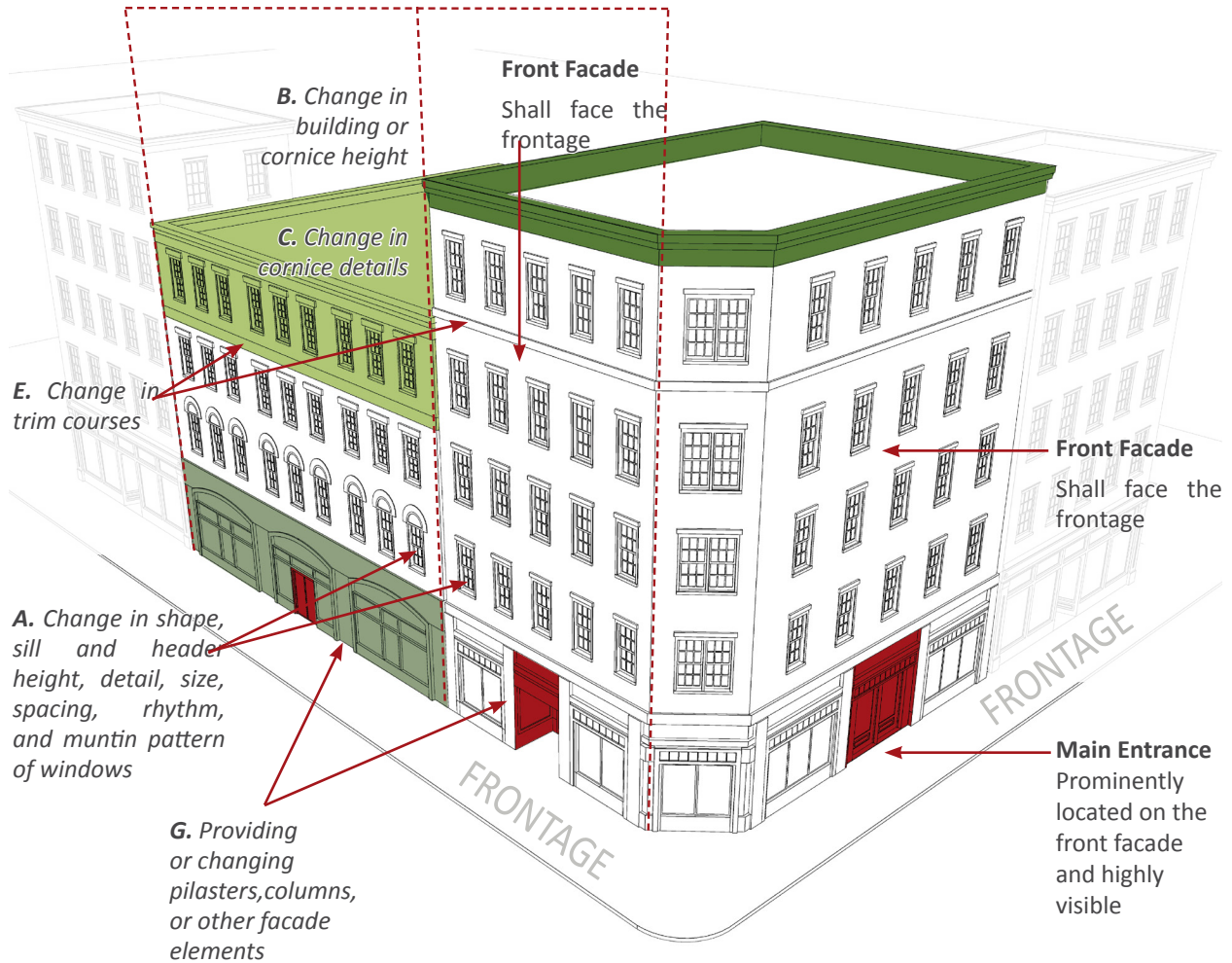


Facade Composition Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width

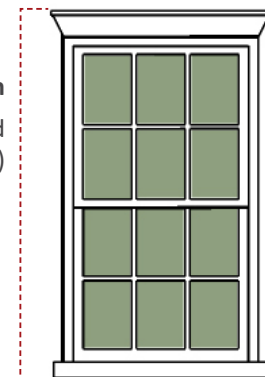


Facade Articulation

A facade greater than 200 feet in width shall be differentiated so that it appears to be comprised of two or more adjacent buildings, by dividing such facade into 18- to 200-foot segments, each of which includes a separate entrance and differs from each of the following with respect to: [See notes A-C, E, G]



Window Orientation
Vertically proportioned
(height > width)



Facade Standards

Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width

A facade shall be differentiated so that it appears to be comprised of two or more adjacent buildings by dividing into 35- to 50-foot facade segments, each of which includes a separate entrance and differs from each of the other segments with respect to all of the following:

- A. A change in shape, sill and header height, detail, size, spacing, rhythm, and muntin pattern of windows
- B. A change of building or cornice height
- C. A change in cornice details
- D. A change of wall material or wall color
- E. A change in trim courses and other horizontal elements
- F. A change in dormer or balcony design, if any
- G. Providing or changing pilasters, columns, or other facade elements

Facade Articulation for One-Story Buildings

Facade Standards (Continued)

A facade greater than 200 feet in width shall be differentiated so that it appears to be comprised of two or more adjacent buildings, by dividing such facade into 18- to 200-foot segments, each of which includes a separate entrance and differs from each of the other segments with respect to all of the following:

Facade Articulation for Buildings with Two-Stories or More

- A. A change in shape, sill and header height, detail, size, spacing, rhythm, and muntin pattern of windows
- B. A change of building or cornice height
- C. A change in cornice details
- D. A change of wall material or wall color
- E. A change in trim courses and other horizontal elements
- F. A change in dormer or balcony design, if any
- G. Providing or changing pilasters, columns, or other Facade elements

Facade Width Maximum 600 feet

Facade Design Proportions shall be based on approximate ratio of the golden mean (1.618:1)

Wall-Mounted Mechanical Units Related to Hotels Shall be architecturally integrated into the window openings

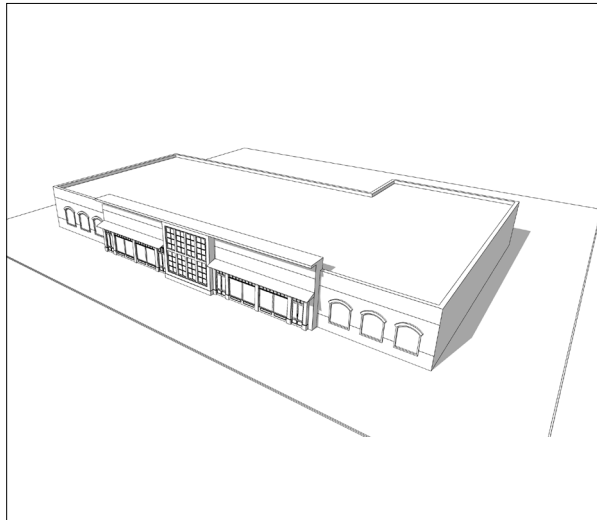
Mechanical louvers shall not project from the facade

Horizontal Articulation		Materials	
Horizontal Articulation	Buildings shall have a base, middle, and cap	Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
Storefronts	Any storefront shall have display windows, transom windows, knee walls of between 18 and 24 inches tall, and other architectural elements such as bulkheads, trim, and cornice detailing	Material Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
Officefronts	Any officefront shall be articulated with architectural elements and pedestrian weather protection	Accent Materials (Up to 25 Percent of Net Facade)	Architectural metals, authentic stucco, scored precast concrete, or any primary material not used as a primary material on the building
Ground Floor Height	Minimum of 13 feet on ground floor from finished floor to finished ceiling, unless a lower height is required in the HPO through approval of a certificate of appropriateness	Prohibited Materials	Corrugated metal, EIFS, smooth-faced or split-faced concrete block, vinyl cladding, and similar facade finishes
Parapet	A parapet wall shall contain a cornice that projects a minimum of four inches, such as molding, corbels, traditional brick coursing patterns, or other ornamental cornicing	Materials in CFO or CAO	See applicable overlay district
Roof Elements		Colors	
Rooftop Mechanical Equipment	See Subsection 13.3.2, Rooftop Mechanical Equipment	Colors	Up to three colors, including material colors, but excluding trim colors
Green Roofs	May be used to achieve stormwater and LSA requirements	Color Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
		Prohibited Colors	Overly bright or neon colors
		HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable
		Transitional Features	
		Requirements	See Chapter 8, Transitional Features

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6.9 Large-Scale Retail Building

A building of 50,000 square feet or more that is most commonly associated with a large-format retailer. It has in-line retail or liner buildings along the front of the building. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

PD RC6 RC12 and further limited within these districts to the following locations: East of Mallory Lane and north of McEwen Drive and west of I-65; or East of I-65 and south of Goose Creek Bypass.

Building Standards

Building Footprint	Maximum ground floor of 50,000 gross square feet
Building Height	Minimum 2 stories if over 50,000 gross square feet

Building Orientation and Entry

Main Entrance	Prominently located on front facade and highly visible
Facade Location	The front facade shall face the public street, private street, or internal drive, in that priority order The front facade shall parallel the frontage

Windows

Orientation	Vertically proportioned and symmetrically aligned
Window Alignment	Upper floor windows shall be aligned with those of ground floor
Window Openings	Shall be punched and recessed a minimum of 3 inches from the facade
Front Facade Glazing	50 to 85 percent of the ground floor, measured between two feet and ten feet from the ground 20 to 65 percent of upper floors
Glazing on All Other Frontage-Facing Facades	20 to 65 percent on each floor
Prohibited Glazing Materials	Tinted glass, reflective glass, and other glass treatments that inhibit views into the building

Facade Standards

Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width
--------------------	--

Facade Standards (Continued)

Facade Articulation	A facade greater than 200 feet in width shall be differentiated so that it appears to be comprised of two or more adjacent buildings, by dividing such facade into 35-100 foot segments, each of which includes a separate entrance and differs from each of the other segments with respect to all of the following:
	A. A change in shape, sill and header height, detail, size, spacing, rhythm, and muntin pattern of windows
	B. A change of building or cornice height
	C. A change in cornice details
	D. A change of wall material or wall color
	E. A change in trim courses and other horizontal elements
	F. A change in dormer or balcony design, if any
Facade Design Proportions	G. Providing or changing pilasters, columns, or other Facade elements
	Proportions shall be based on approximate ratio of the golden mean (1.618:1)
Facade Width	Maximum 600 feet

Horizontal Articulation

Horizontal Articulation	Buildings shall have a base, middle, and cap
Storefronts	Storefront shall have display windows, transom windows, knee walls of between 18 and 24 inches, and other architectural elements such as bulkheads, trim, and cornice detailing
Ground Floor Height	Minimum of 13 feet on ground floor from finished floor to finished ceiling
Parapet	A parapet wall shall contain a cornice that projects a minimum of four inches, such as molding, corbels, traditional brick coursing patterns, or other ornamental corning

Materials

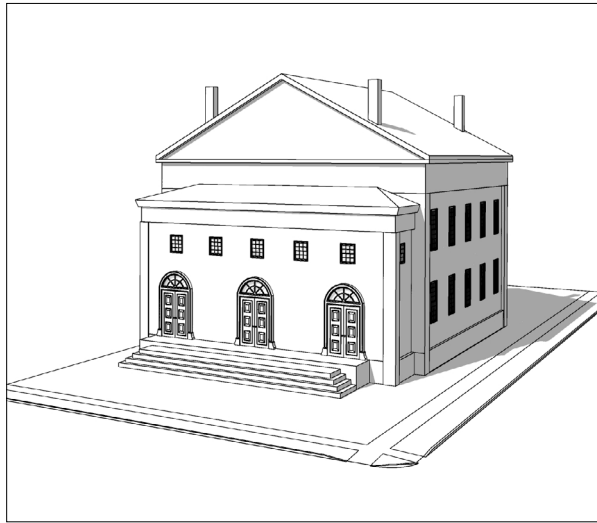
Primary Materials on a Facade	Up to two of the following: brick, natural stone, or cultured stone
Material Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
Accent Materials (Up to 25 Percent of Net Facade)	Architectural metals, scored precast concrete, authentic stucco, split-faced concrete block, or any primary material not used as a primary material on the building
Prohibited Materials	Corrugated metal, EIFS, smooth-faced concrete block, vinyl cladding, and similar facade finishes
Materials in CFO or CAO	See applicable overlay district

Colors	
Colors	Up to three colors, including material colors, but excluding trim colors
Color Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable
Additional Parking Requirements	
No more than 50 percent of the provided parking for a site with a large-scale retail building shall be surface parking, with the remainder provided by structured or parallel parking located within 1,320 feet (five-minute walk), as measured along a sidewalk	
Transitional Features	
Requirements	See Chapter 8, Transitional Features

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6.10 Civic Building

A building erected to be used only for civic or institutional purposes. It may be designed to stand apart from its surroundings due to the special nature of its use as a public facility or it may blend in with surrounding residential or rural character. Civic or institutional uses may also be in other building types. This building type shall comply with all other applicable standards of this Ordinance.

**Permitted Districts**

PD CI NC CC DD 1ST 5TH RC6
RC12 GO LI

Building Orientation and Entry

Main Entrance	Prominently located on front facade and highly visible
Facade Location	The front facade shall face the public street, private street, or internal drive, in that priority order The front facade shall be parallel to the frontage

Windows

Orientation	Vertically proportioned
Glazing	Glazing requirements are determined by the BOMA or FMPC during development plan or site plan approval

Facade Standards

Facade Design Proportions	Proportions shall be based on approximate ratio of the golden mean (1.618:1)
---------------------------	--

Facade Width	Maximum 600 feet
--------------	------------------

Building Height Maximum

Principal Building	Maximum one story taller than the maximum building height permitted in the district (except CI district)
--------------------	--

Materials

Primary Materials on a Facade	Up to two of the following: brick, natural stone, cultured stone, smooth wood siding, or fiber cement siding
-------------------------------	--

Material Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
------------------	--

Accent Materials (Up to 25 Percent of Net Facade)	Architectural metals, authentic stucco, scored precast concrete, or any primary material not used as a primary material on the building
---	---

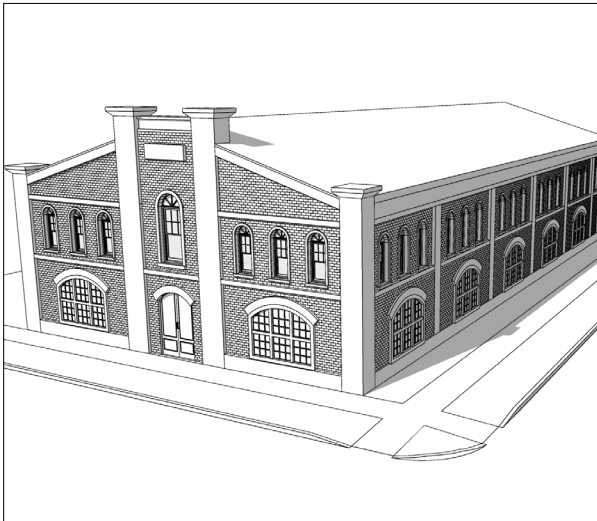
Prohibited Materials	Corrugated metal, EIFS, smooth or split faced concrete block, vinyl cladding, and similar facade finishes
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Materials in CFO or CAO	See applicable overlay district
-------------------------	---------------------------------

Colors	
Colors	Up to three colors, including material colors, but excluding trim colors
Color Changes	Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change
Prohibited Colors	Overly bright or neon colors
HHO or Steep Slopes	See Section 4.4, HHO District, or Section 17.1, Steep Slopes, if applicable
Transitional Features	
Requirements	See Chapter 8, Transitional Features

6.11 Flex Building

A building designed to accommodate industrial uses in the industrial districts. This building type shall comply with all other applicable standards of this Ordinance.



Permitted Districts

LI HI

Building Orientation and Entry

Main Entrance	Prominently located on front facade and highly visible
Facade Location	The front facade shall face the public street, private street, or internal drive, in that priority order The front facade shall be parallel to the frontage

Windows

Orientation	Vertically proportioned and symmetrically aligned
Glazing	20 percent, but may be reduced for portions of a building containing active industrial use

Building Height

Height	Building height shall comply with the district; however, buildings for general warehouse uses shall not exceed a height of 42 feet
--------	--

Facade Standards

Facade Composition	Vertically orient materials, design elements, and architectural details to emphasize proportion of height to width
--------------------	--

Roof Elements

Rooftop Mechanical Equipment	See Subsection 13.3.2, Rooftop Mechanical Equipment
Green Roofs	May be used to achieve stormwater and LSA requirements

Materials

Primary Materials on a Facade Up to two of the following: brick, natural stone, cultured stone, authentic stucco, scored precast concrete, smooth wood siding, fiber cement siding, or integrally stained split-faced concrete block with differing mortar color

Material Changes Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change

Accent Materials (Up to 25 Percent of Net Facade) Architectural metals or any primary material not used as a primary material on the building

Prohibited Materials Corrugated metal, EIFS, smooth-faced concrete block, vinyl cladding, and similar facade finishes

Materials in CFO or CAO See applicable overlay district

Colors

Colors Up to three colors, including material colors, but excluding trim colors

Color Changes Shall coincide with form, structural, or massing changes and shall occur at the inside corner of such change

Prohibited Colors Overly bright or neon colors

Colors in HHO See overlay district

Transitional Features

Requirements See Chapter 8, Transitional Features

CHAPTER 7

FRONTAGE TYPES

7.1 General Provisions	147
7.2 Overview of Frontage Types	148
7.3 Yard Frontage	149
7.4 Parking Frontage	150
7.5 Urban Landscape Frontage	151
7.6 Urban Frontage	152

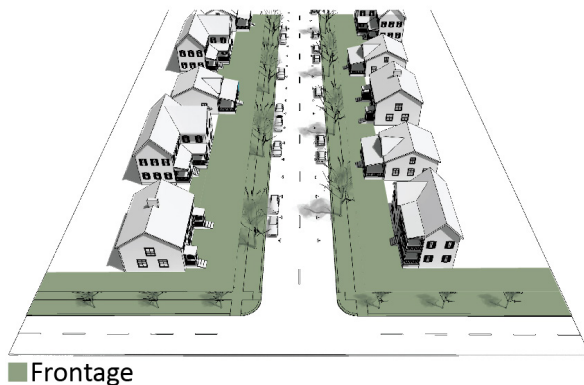
7.1 General Provisions

7.1.1 Frontage Description

- A. The frontage is the area between (a) the facade line of a principal building, extended to the side lot line or building site line, (or if there is no building, the front setback line) and (b) the curb (or if there is no curb, the edge) of the vehicular lanes of a public or private street or an internal drive, a pedestrian walkway, or an open space. Corner or through lots or building sites have two frontages.
- B. Frontage types specify the treatment of the frontage. The frontage type must be one of those permitted in the applicable zoning district per Section 7.2, Overview of Frontage Types.

- front a courtyard, pursuant to Section 11.7, Courtyard.
2. An internal drive may be an alternative to a public or private street above only when the development contains two or more principal buildings in a nonresidential, mixed-use, or multifamily development, subject to DRT approval.
- B. A lot with proposed development of two or more principal buildings shall provide building sites that designate the frontage type and location on a public street, private street, or internal drive, as applicable.
- C. New lots on the perimeter of a proposed development, where adjacent to an existing street, shall be oriented so that the front facades of buildings face the existing street.

Figure 7.1.1.A Frontage Example



7.1.2 Lot and Building Site Frontage

- A. Every lot or building site shall have a frontage on a public street, private street, or internal drive, in that priority order, except that:
 1. Residential lots shall front only a public street; however, up to five percent of the lots in a residential development of more than 100 residential lots may

7.1.3 Exceptions

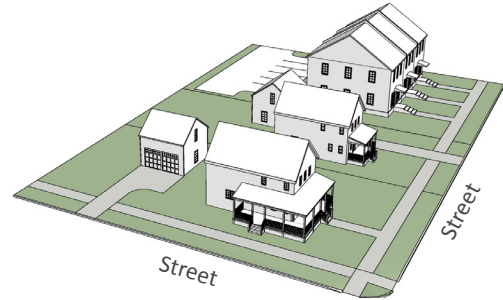
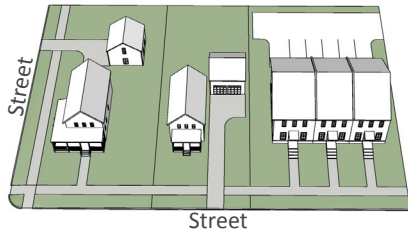
The following exceptions are permitted to Subsection 7.1.2, Lots and Building Site Frontage:

- A. A residential lot may have a side lot line that fronts an existing collector street or higher classification when the lot:
 1. Fronts a local street by the entrance to the subdivision; or
 2. Is designed around a close.
- B. New lots may be oriented so that the rear facades of buildings face I-65 or Mack Hatcher Parkway when outside of the SCO. See Subsection 12.7.3, Buffers along I-65 and Mack Hatcher Parkway, for additional requirements.

7.2 Overview of Frontage Types

Frontage Type Description	Illustration	Typical Building Types	Permitted Districts
Yard Frontage: Intended for residential areas with a moderate to deep setback where a landscaped yard is located between the building and the street or internal drive. It is also used for areas transitioning from residential to commercial where the frontage maintains the residential character of the street.		House Duplex Multiplex Townhouse Multifamily Civic Flex	AG ER R1 R2 R3 R4 R6 MR OR PD CI CC DD 1ST GO LI HI
Parking Frontage: Intended for areas where front access to buildings by vehicles is desired but where some level of walkability is maintained. This frontage has a moderate setback and a low street screen, except at the driveway or internal drive. A parking area with a maximum of two bays of on-site parking and a drive aisle is provided between the building and the street or internal drive.		Commercial/ Mixed-Use Flex	CI LI HI
Urban Landscape Frontage: Intended for areas with a shallow front setback to provide a landscaped area between the sidewalk and the front facade, typically accessed by a stoop or terrace. Parking shall be located behind the building, unless it is parallel parking		House Duplex Multiplex Townhouse Multifamily Commercial/ Mixed-Use Large-Scale Retail	MR PD CI NC CC DD 1ST 5TH RC6 RC12 GO
Urban Frontage: Intended for areas where buildings have a very shallow or no front setback and buildings may abut the sidewalk. Parking shall be located behind the building, unless it is parallel parking		Multifamily Commercial/ Mixed-Use Large-Scale Retail	PD NC CC DD 1ST 5TH RC6 RC12 MR

7.3 Yard Frontage



Description

The yard frontage is intended for residential areas with a moderate to deep setback where a landscaped yard is located between the building and the street or internal drive. It is also used for areas transitioning from residential to commercial where the frontage maintains the residential character of the street.

Permitted Districts

AG ER R1 R2 R3 R4 R6 MR OR PD
CI CC DD 1ST GO LI HI

Building Types

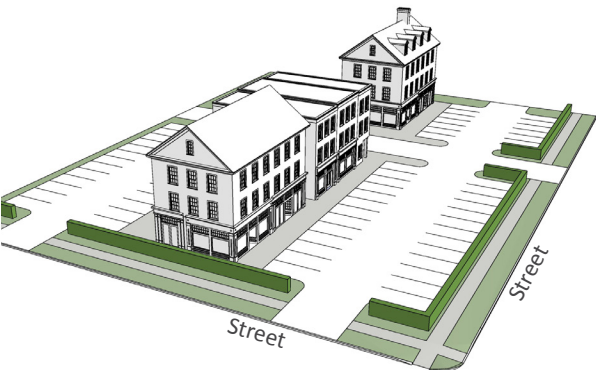
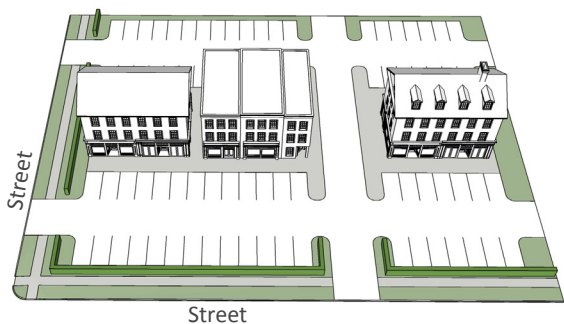
Building Types	House, duplex, multiplex, townhouse, multifamily, and civic buildings
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Vehicular Access and Parking

Parking Placement

No parking is permitted between the principal building and the street, except on an approved driveway or parking pad pursuant to the Municipal Code and/or the applicable building type

7.4 Parking Frontage



Description

The limited parking frontage is intended for areas where front access to buildings by vehicles is desired but where some level of walkability is maintained. This frontage has a moderate setback and a low street screen, except at the driveway or internal drive. A parking area with a maximum of two bays of on-site parking and a drive aisle is provided between the building and the street or internal drive.

Permitted Districts

CI LI HI

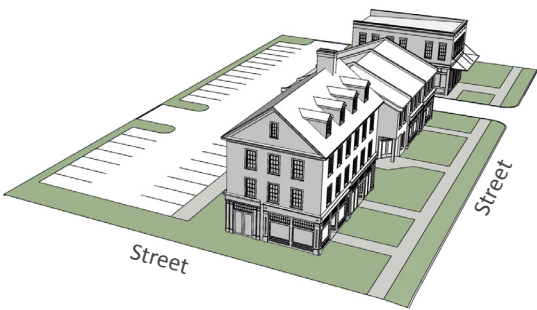
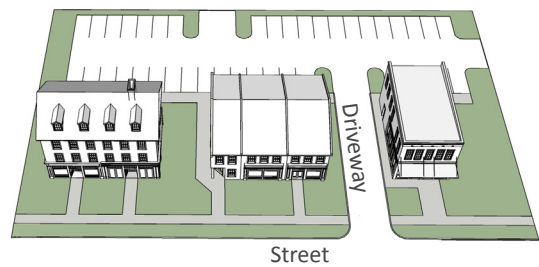
Building Types

Typical Buildings	Commercial/mixed-use and flex buildings
-------------------	---

Vehicular Access and Parking

Parking Placement	A maximum of 2 bays of parking with a single drive aisle shall be permitted between the building and the street
-------------------	---

7.5 Urban Landscape Frontage



Description

The urban landscape frontage is intended for areas with a shallow front setback to provide a landscaped area between the sidewalk and the front facade

Permitted Districts

MR PD CI NC CC DD 1ST 5TH RC6
RC12 GO

Building Types

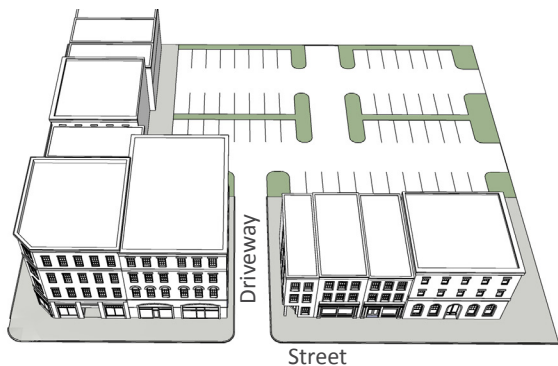
Typical Buildings	House, duplex, multiplex, townhouse, multifamily, commercial/mixed-use, and large-scale retail buildings
-------------------	--

Vehicular Access and Parking

Parking shall be located behind the building, unless it is parallel parking along the street or internal drive

Parking Placement	On corner lots, surface parking areas may occupy up to 30 percent of the lot frontage on the secondary street and shall be no closer to the street than the building
-------------------	--

7.6 Urban Frontage



Description

The urban frontage is intended for areas where buildings have a very shallow or no front setback and buildings may abut the sidewalk

Permitted Districts

PD NC CC DD 1ST 5TH RC6 RC12 MR

Building Types

Typical Buildings	Multifamily, commercial/ mixed-use, and large-scale retail buildings
-------------------	--

Vehicular Access and Parking

	Parking shall be located behind the building, unless it is parallel parking along the street or internal drive
Parking Placement	On corner lots, surface parking areas may occupy up to 30 percent of the lot frontage on the secondary street and shall be no closer to the street than the building

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CHAPTER 8

TRANSITIONAL FEATURES

8.1 Transition Zones Abutting Residential Lots	155
8.2 Height at Major Intersections	156
8.3 Building Character	156
8.4 Transitional Features for Nonresidential, Multifamily, and Mixed-Use Development in the CFO	157
8.5 Transitional Features for Residential Development in the CFO	158
8.6 Perimeter Residential Lots	158

8.1 Transition Zones Abutting Residential Lots

8.1.1 Applicability

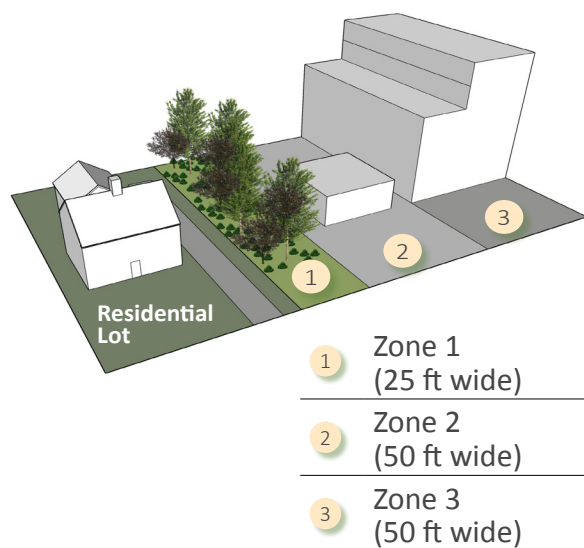
- A. This Section shall apply to development in:
1. The NC, RC6, RC12, GO, LI, and HI districts when a development site abuts an existing residential lot; and
 2. The PD and CC districts when located outside of the CFO when a development site abuts an existing residential lot.
- B. When a residential lot is part of the same development, this Section shall not apply.

8.1.2 Transition Zone Descriptions

The following transition zones shall be required along the edge of the development site where it abuts an existing residential lot:

Transition Area	Minimum Width	Requirements
Transition Zone 1	25 feet	buffer with plantings
Transition Zone 2	50 feet	restricted use
Transition Zone 3	50 feet	building height and form

Figure 8.1.2.A Transition Areas



8.1.3 Transition Zone 1: Buffer

- A. Transition Zone 1 shall be a 25-foot wide area along the edge of the development site that serves as a buffer. The buffer shall comply with Section 12.7, Buffers, and shall contain the following plantings:

Type of Material	Number per 100 Linear Feet	Minimum Evergreen
Canopy Trees	5	50%
Understory Trees	5	50%
Shrubs	60	75%

- B. Fences and walls may be used in the buffer. Fences and walls shall comply with the following:
1. The fence or wall shall have a minimum opacity of 75 percent;
 2. The fence or wall shall be a minimum height of six feet, unless otherwise approved by the DRT; and
 3. The fence or wall shall incorporate a masonry column at any end visible from a street or internal drive.
- C. Berms may be used in the buffer. Berms shall comply with the following:
1. Berms shall be used only along a rear property line of a residential lot and not located between a lot and a street or internal drive;
 2. Berms shall be a minimum of four feet in height, unless otherwise approved by the DRT;
 3. Berms shall be stabilized with a ground cover or other suitable vegetation;
 4. Shrubs shall be planted on a berm to achieve a combined height of six feet within four years of planting; and

5. Berms shall in no case damage the roots or trunks of existing healthy vegetation designated to be preserved.

8.1.4 Transition Zone 2: Restricted Use

Transition Zone 2 shall be a 50-foot wide area that abuts Transition Zone 1 and regulates uses and encroachments. The following uses and encroachments are the only uses and encroachments permitted in Transition Zone 2:

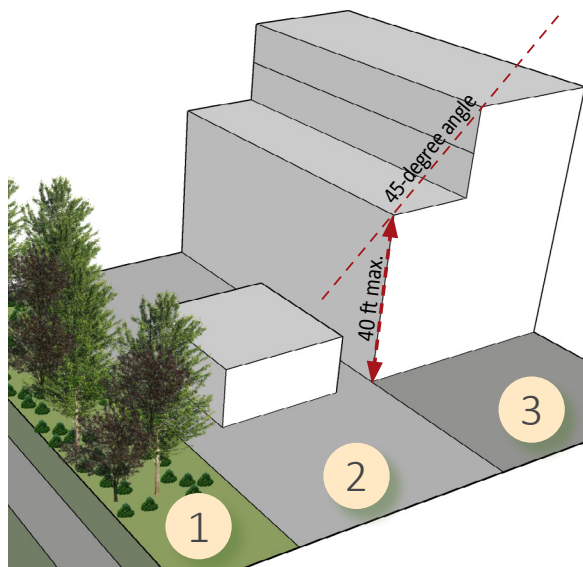
- A. Fences, walls, and plant materials;
- B. Open space, playgrounds, and trails;
- C. Stormwater management facilities;
- D. Surface parking areas;
- E. Dumpsters;
- F. Alleys; and
- G. Accessory structures up to 14 feet in height.

8.1.5 Transition Zone 3: Building Height and Form

Transition Zone 3 shall be a 50-foot wide area that abuts Transition Zone 2 and regulates building height and form. All structures and uses allowed in the applicable zoning district are permitted in Transition Zone 3 subject to the following:

- A. The maximum building height at the line where Transition Zone 3 and 2 meet is 40 feet; and
- B. Height can increase subject to a 45-degree height plane measured from a height of 40 feet at the Transition Zone 3 and 2 line, extending upward one foot for every additional foot stepped back.

Figure 8.1.5.A Transition Building Height and Form



8.2 Height at Major Intersections

At major intersections of any combination of arterials and/or collectors in RC12, building height shall be balanced across the intersection. A viewshed analysis is required as per Paragraph 20.8.8.C.

8.3 Building Character

Where the existing development pattern is established and expected to remain, pursuant to Envision Franklin, development with nonresidential, multifamily, or mixed-uses shall graduate the massing and scale of the new building through utilization of the following methods:

- A. Building stepbacks of at least 20 feet from the stories below;
- B. Dividing buildings into smaller parts, including detached buildings, to reduce effective visual bulk and to maintain the scale and rhythm of the existing pattern of

development;

- C. Sight lines or angular planes to gauge the appropriate building height necessary to achieve a steady, incremental transition; or
- D. Other techniques that break up the scale of a building to complement existing development patterns, subject to approval by the applicable review body.

8.4 Transitional Features for Nonresidential, Multifamily, and Mixed-Use Development in the CFO

8.4.1 Applicability

- A. This Section shall apply to nonresidential, multifamily, and mixed-use development in the CFO to achieve design compatibility between new and existing development, where the existing development is established and expected to remain, pursuant to Envision Franklin.
- B. The standards in this Chapter may be used, all or in part, to achieve a transition between land uses, subdivisions, sites, lots, or structures, subject to the approval of the applicable review body, with consideration given to Envision Franklin and the Historic District Design Guidelines, where applicable.

8.4.2 Conflicting Provisions

- A. In cases where the standards of this Section and other Chapters conflict, the more restrictive standard shall apply.
- B. In cases where the standards of this Section and Section 8.1, Transition Areas Abutting Residential Lots, conflict, then this Section shall apply.
- C. Within the HPO district, where Historic District Design Guidelines and this Chapter conflict, the Historic District Design

Guidelines shall take precedence.

8.4.3 Building Setbacks

Outside of the R4, R6, MR, OR, CC, DD, 1ST, and 5TH districts, the minimum front yard setback shall be the average setback of existing buildings on the same block face. No new building shall be located closer to the front lot line than the closest adjacent building.

8.4.4 Building Height

- A. Facade width and height on facades of adjacent buildings and buildings on opposing sides of a street shall be consistent with each other such that neither facade exceeds the other's dimensions by more than 25 percent. Topography, viewshed analysis, and methods outlined in Paragraph 8.4.4.D may be included in this assessment.
- B. At the edge of an underlying zoning district where the adjacent district has a lower maximum building height, buildings shall transition in height using methods outlined in Paragraph 8.4.4.D.
- C. Proposed multifamily buildings located within 100 feet of houses or duplexes shall not exceed two stories.
- D. Nonresidential and mixed-use development shall graduate the massing and scale of the new building through utilization of the following methods:
 - 1. Building setbacks of at least 20 feet from the stories below;
 - 2. Dividing buildings into smaller parts, including detached buildings, to reduce effective visual bulk and to maintain the scale and rhythm of the existing pattern of development;
 - 3. Sight lines or angular planes to gauge the appropriate building height necessary to achieve a steady,

incremental transition; or

4. Other techniques that break up the scale of a building to complement existing development patterns, subject to approval by the applicable review body.

8.4.5 Building Character

Where a clearly established building character and scale exist that is expected to remain, infill development shall blend with nearby buildings through use of:

- A. Window and door openings with area ratios and proportions similar to those on nearby buildings;
- B. Similarly sized and patterned architectural features such as windows, doors, awnings, arcades, pilasters, cornices, wall offsets, primary facade materials, and other building articulations of nearby buildings; and
- C. Similar roof types, slopes, or arrangements.

8.5 Transitional Features for Residential Development in the CFO

8.5.1 Applicability

This Section shall apply to development on residential lots in the CFO to achieve compatible infill in or adjacent to existing residential neighborhoods, while reinforcing the established character of the neighborhood and mitigating adverse impacts on adjacent buildings.

8.5.2 Building Character

- A. Proposed development shall blend with nearby buildings through use of similarly sized and patterned architectural features such as windows, doors, awnings, arcades, pilasters, cornices, wall offsets, primary

materials on a facade, roof forms, and other architectural elements.

- B. Proposed residential development shall blend with existing buildings along the same block face through use of:
 1. Dormers that are set back a minimum of one foot from the exterior wall of a front or side elevation;
 2. Massing that divides the building into smaller parts;
 3. Materials that do not accentuate verticality;
 4. A one-story front porch or entry element;
 5. Garages with traditional placement and orientation entirely behind the main structure and subordinate in height.

8.6 Perimeter Residential Lots

8.6.1 Applicability

This Section shall apply to residential development.

8.6.2 Lot Standards

- A. New single-family residential lots on the perimeter of a proposed development, where adjacent to existing lots in a recorded residential subdivision, shall be no less than 75 percent of the average lot size of the existing contiguous lots.
- B. Duplexes or multiplexes, where permitted along the perimeter of a proposed development, that is adjacent to single-family residential lots in a recorded subdivision, shall have comparable building facade widths to the houses on the adjacent residential lots.

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CHAPTER 9

STREETS AND CIRCULATION

9.1 Streetscape	161
9.2 Streets	161
9.3 Internal Drives	161
9.4 Alleys	162
9.5 Vehicular Circulation	163
9.6 Pedestrian Circulation	164

9.1 Streetscape

9.1.1 Standards

- A. New public streets and private streets shall be designed pursuant to the Transportation and Street Technical Standards.
- B. Sidewalks that comply with Section 9.6, Pedestrian Circulation, and the Transportation and Street Technical Standards shall be provided along public and private streets and internal drives.
- C. Street trees that comply with Section 12.8, Street Trees, shall be provided along public and private streets and internal drives.
- D. Street lights that comply with Subsection 14.3.7, Street Lights, shall be provided along public and private streets and internal drives.
- E. Bridge or safety barriers shall be stacked stone, concrete with a decorative finish, or painted dark green or black.
- F. Traffic poles shall be painted dark green or black.

9.2 Streets

9.2.1 Standards

- A. Public and private streets shall have a functional classification as defined by Connect Franklin.
- B. New streets serving residential lots shall be public streets. Streets shall be required to have parallel parking when serving residential lots with lot widths of 45 feet or less.
- C. The DRT may require, at no cost to the City, a traffic impact study to be prepared in accordance with the Transportation and Street Technical Standards.
- D. Traffic control devices, where necessary to promote the safe and efficient movement

of traffic, shall comply with the Manual on Uniform Traffic Control Devices.

9.3 Internal Drives

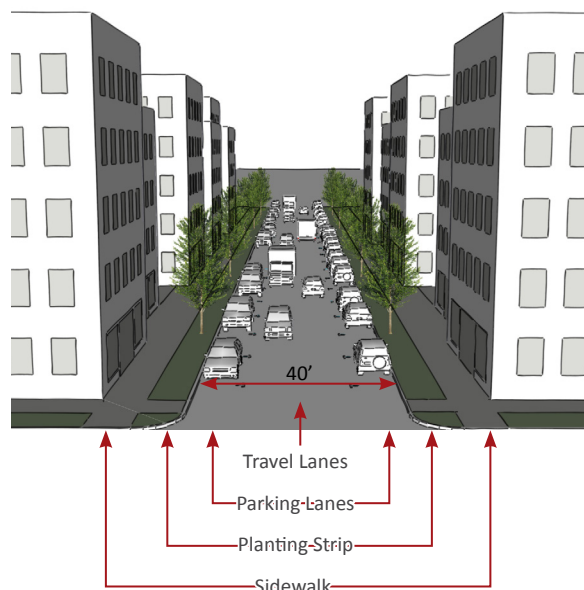
9.3.1 Applicability

Internal drives may be provided as an alternative to a public or private street in accordance with Subsection 7.1.2, Lot and Building Site Frontage.

9.3.2 Standards

- A. Where permitted, internal drives shall be designed per the Transportation and Street Technical Standards as public or private streets having an equivalent street classification based on traffic volume capacity (vehicles per day), except that internal drives shall have two ten-foot travel lanes and parallel parking along both sides.
- B. Internal drives shall be designed as an extension of the street network and shall comply with:
 - 1. Section 9.1, Streetscape; and
 - 2. Section 9.5, Vehicular Circulation.
- C. Internal drives shall be placed in a public access easement and recorded as part of a final plat.

Figure 9.3.2.A Cross section of an internal drive showing travel lanes, parallel parking, sidewalks, and street trees with planting strip.



9.4 Alleys

9.4.1 Standards

- A. Alleys shall be designed and constructed pursuant to the Transportation and Street Technical Standards.
- B. Residential lots with a lot width of 45 feet or less must be served by an alley.
- C. On each residential lot with an alley, a two-foot by six-foot concrete pad shall be placed at the rear of the lot, parallel to the alley, for garbage can collection.
- D. No vehicle, fence, structure, vegetation, or wall shall be erected, maintained, or planted within the alley right-of-way, easements, or within two feet of the edge of the alley pavement/curb, whichever is greater.

9.4.2 Alley Layout

Alley and lot layout shall be designed to screen the view into an alley from an intersecting street by meeting any one of the following:

- A. Providing evergreen planting material along the intersecting street to create an opaque screen;
- B. Requiring a build-to line for the garage at five feet from the alley right-of-way;
- C. Placing fencing with a height of six feet along the edge of the rear lot line and along the lot line abutting the intersecting street; or
- D. Creating a curve in the alley by the third lot from the intersecting street.

9.4.3 Mews

Where the Transportation and Street Technical Standards requires a wide alley, a mews shall provide vehicular access to the rear of lots fronting onto open space. All provisions in this Ordinance regarding an alley shall also apply to a mews, in addition to the following:

- A. The maximum length of a mews shall be 800 feet, as measured along the centerline; and
- B. Each end of a mews shall connect to a street and shall not terminate into an alley or another mews.

9.5 Vehicular Circulation

9.5.1 External Connectivity

- A. The arrangement of new streets and internal drives shall provide for the alignment and continuation of existing or proposed streets and internal drives into adjacent properties.
- B. Street connections, street stubs, or internal drive connections shall be provided in every direction (north, south, east, and west), including connections to all existing streets or internal drives adjacent to the development site.
- C. The DRT may determine that a street stub or internal drive connection or alignment shall not be required due to the classification of a street or when adjacent to floodplain, wetlands, riparian buffers, tree save areas, naturally-occurring slopes exceeding 14 percent, or other unique site conditions preventing a street or internal drive connection.
- D. Street right-of-way and pavement shall be extended to the adjacent property lines. Internal drive pavement shall be extended to the adjacent property lines.
- E. Traffic calming measures shall be consistent with the Transportation and Street Technical Standards. Existing residential streets affected by external street connectivity requirements may be candidates for traffic calming treatments upon the recommendation of the Engineering Department. If an applicant disagrees with the recommendation, the applicant may appeal to the FMPC or the BOMA, depending on the type of application.
- F. At each location where a street terminates where a future connection is planned or accommodated, a sign shall be installed with the words "STREET TO BE EXTENDED

BY THE AUTHORITY OF THE CITY OF FRANKLIN" to inform property owners.

- G. The final plat and deeds for all residential lots shall identify street stubs and include a notation that all street stubs are intended for connection with future streets on adjoining undeveloped property.

9.5.2 Internal Connectivity

- A. Development shall provide a grid street or internal drive pattern wherever possible.
- B. Development shall provide for the alignment and continuation of internal street or internal drive connections to maximize the internal connectivity of the site wherever possible.
- C. Block length perimeter shall not exceed a maximum of 2,400 feet, except the DRT may approve a block length perimeter up to 3,200 feet in cases:
 - 1. Where environmental or topographic constraints exist;
 - 2. Where the street classification prevents a connection; or
 - 3. Where a proposal includes an internal parking structure.
- D. New blocks shall be consistent with the Transportation and Street Technical Standards for distance between intersections.
- E. Cul-de-sacs are permitted only where existing development, floodplains, wetlands, naturally occurring slopes exceeding 14 percent, riparian buffers, tree save areas, or other unique site conditions prevent a street connection.

9.5.3 Cross Access Between Adjacent Properties

- A. Internal vehicular circulation shall be designed to provide cross access to each adjacent property, unless the DRT waives the requirement due to topographical constraints, natural features, or other vehicular safety factors. If waived, the applicant shall provide bicycle and pedestrian connections between adjacent properties.
- B. Cross access to adjacent properties shall include connection to all existing streets or street stubs, access easements, internal drives, drive aisles, driveways, and parking areas.
- C. Cross access shall provide two- way travel lanes with pavement to the property line. Property shall not be subdivided to avoid this requirement.
- D. The applicant shall provide written notice to all adjoining property owners prior to the initial submittal of the applicable application. This notice shall provide a visual and narrative explanation of the proposed cross access connection points.
- E. The applicant is responsible for constructing and improving the cross access to the adjacent property line prior to issuance of the first certificate of occupancy. The applicant shall perpetually maintain the cross access to the adjacent property line.
- F. The cross access easement shall be recorded as part of a final plat.

9.6 Pedestrian Circulation

9.6.1 Placement and Connections

- A. Sidewalks and curb shall be required on both sides of public and private streets and internal drives, except along Mack Hatcher Parkway, I-65, and undeveloped edges of natural areas.
- B. A continuous internal pedestrian circulation system shall be provided throughout the development. Sidewalk connections shall be provided:
 - 1. Between each building main entrance and the nearest street or internal drive. These connections shall be placed in a straight and direct route;
 - 2. Between differing uses, such as neighborhood commercial centers or open spaces with residential uses;
 - 3. That connect to existing, planned, or potential future sidewalks or multi-use paths at adjacent property boundaries;
 - 4. That connect to existing or planned private trail systems in adjacent developments, where possible;
 - 5. Between open spaces within a development; and
 - 6. Building main entrances with associated parking areas.
- C. In cases where a block length exceeds 600 feet, a sidewalk in a public access easement or open space lot shall be provided mid-block internally to connect streets on opposite sides of the block.
- D. At the end of a close or cul-de-sac, a sidewalk and public access easement shall be provided that extends the pedestrian circulation system, to the maximum extent practicable, to the closest adjacent street, sidewalk, or multi-use path.

9.6.2 Sidewalks

- A. Sidewalks along streets and internal drives shall comply with the Transportation and Street Technical Standards and placed in either a public right-of-way or a public access easement.
- B. Sidewalk widths shall comply with the table below:

Sidewalk Location	Minimum Width
Along Streets or Internal Drives	In accordance with Transportation and Street Technical Standards, but in no case less than 5 feet
Where Abutting Parking Spaces	7 feet
Where Abutting a Commercial/Mixed-Use or Civic Building	8 feet
In the DD, 1ST, or 5TH Districts	12 feet, with at least 8 feet continuously unobstructed by street tree pits, light poles, or similar features

- C. Sidewalk materials shall comply with the Transportation and Street Technical Standards.
- D. Sidewalks shall be raised above adjacent driving surface and may be raised at vehicular crossings as a traffic-calming measure.

9.6.3 Multi-Use Paths

- A. Multi-use paths shall be designed and constructed per the Transportation and Street Technical Standards.
- B. Multi-use paths shall have a minimum width of 12 feet. The width may be reduced to ten feet in portions of the path to minimize disturbance to existing vegetation or other environmental constraints.

- C. Multi-use paths shall be placed either in a public right-of-way or in a 24-foot wide public access easement.
- D. In the 1ST district, a multi-use path shall be located along the Harpeth River with pedestrian access points to E. Main St and 1st Avenue N and S.

9.6.4 Nature Trails

Nature trails may be constructed of natural materials, such as grass, gravel, dirt, or mulch.

9.6.5 Sidewalks

- A. Payment of fees in-lieu of installing a required public sidewalk may occur only when:
 1. The timing of the installation of the sidewalk would result in its removal shortly thereafter due to a fully-funded street widening, streetscape project, or other capital improvement project; or
 2. The right-of-way, developing lot, or lot abutting a required sidewalk is not suitable for sidewalks due to floodplain, wetlands, riparian buffers, tree save areas, HHO, or naturally-occurring slopes exceeding 20 percent.
- B. The payment of fees in-lieu shall be reviewed by the DRT or FMPC as part of the development plan, site plan, or final plat.
- C. The fees in-lieu of sidewalks shall be paid prior to:
 1. Recording the final plat; or
 2. Issuance of a building permit or a grading permit when a final plat is not required.
- D. Fees received pursuant to this Subsection shall be used in accordance with the City Sidewalk Fund.

CHAPTER 10

PARKING AND TRANSIT

10.1 Parking	167
10.2 Bicycle Parking	178
10.3 Transit Infrastructure	179

10.1 Parking

10.1.1 Applicability

This Chapter shall apply to:

- A. New development;
- B. An existing structure or use that will be expanded or increased in capacity; or
- C. A change in use that will result in increased vehicle trips.

10.1.2 Exemptions

Within the DD district, legally established uses and buildings in existence on the effective date of this Ordinance shall comply with the following:

- A. When a commercial use is changed to another commercial use, additional parking spaces are not required;
- B. When a building is expanded, additional parking spaces are required for the new square footage only; and
- C. When a building is torn down and a new building is constructed, parking spaces shall comply with the standards of this Section and required for the entire square footage of the new building.

10.1.3 Review for Compliance

Review for compliance with this Chapter shall occur with a development plan, site plan, building permit, or certificate of occupancy, as applicable.

10.1.4 Parking Plan

- A. A parking plan shall be submitted with any development that is required to provide more than three parking spaces.
- B. The parking plan shall accurately designate the required parking spaces, landscape islands, aisles, driveways, internal drives, and circulation and mobility around the development.

10.1.5 Calculation of Minimum Parking

- A. Parking spaces shall be required per the table in Subsection 10.1.6, Minimum Parking.
- B. For combinations of uses, the minimum shall be the sum of the requirement for each use. No parking space for one use can be included in the calculation of a parking requirement for any other use, except as permitted by Paragraph, 10.1.10.A, Shared Parking.
- C. When the minimum is listed as variable or if a use is not covered under Subsection 10.1.6, Minimum Parking, then the applicable City department:
 - 1. May determine the minimum based on the closest comparable use; or
 - 2. May approve an alternate standard based on a parking study that provides justification using:
 - a. A nationally-accepted standard parking resource or comparable uses and cities, as approved by the Department of Planning and Sustainability;
 - b. The size and type of the proposed development and the composition of uses;
 - c. Anticipated rate of parking turnover; and
 - d. Anticipated peak parking and traffic loads for all uses.

10.1.6 Minimum Parking

Use	Minimum Vehicle Parking Spaces	Reduced Minimum Vehicle Parking Spaces in CFO, CAO1, CAO2, and CAO3
AGRICULTURAL USE		
Agricultural Uses	Variable ¹	No reduction
Community Gardens	Variable ¹	No reduction
RESIDENTIAL USE		
Accessory Dwellings	1 space per unit	No reduction
Duplexes/Multiplexes/ Townhouses/Multifamily Residential	1.5 spaces for a studio 1.5 spaces for a 1 bedroom unit 2.5 spaces for a 2 bedroom unit 3 spaces for a 3+ bedroom unit	No reduction
Multifamily, Age-Restricted	1.5 spaces per unit + 1 per employee on the largest shift	No reduction
Single Family Residential	2 per unit	No reduction
RECREATION USES		
All Recreation Uses	Variable ¹	No reduction
CIVIC AND INSTITUTIONAL USES		
Clinics	4 spaces per 1,000 square feet ²	No reduction
All Other Civic and Institutional Uses	Variable ¹	No reduction
COMMERCIAL USES		
Bed and Breakfasts	2 spaces + 1 space per rented room	No reduction
Day Care Centers	2 spaces per 1,000 square feet ² + 1 space per employee + 5 stacking spaces ⁶	No reduction
Event Venues	Variable ¹	No reduction
Funeral Homes	0.25 space per person of maximum occupant load ⁴	No reduction
Garden Centers	3.33 spaces per 1,000 square feet ² + 1 space per employee	No reduction
Gas Stations	3.33 spaces per 1,000 square feet ² + 1 space per gasoline pump	No reduction

Use	Minimum Vehicle Parking Spaces	Reduced Minimum Vehicle Parking Spaces in CFO, CAO1, CAO2, and CAO3
Hotels	1 space per guest room + 1 space per employee on largest shift + 0.25 space per person of maximum occupant load ⁴ in assembly areas	1 space per guest room + 0.75 per employee on largest shift
Indoor or Indoor/Outdoor Animal Services	2 spaces per 1,000 square feet ²	No reduction
Offices	4 spaces per 1,000 square feet ²	2.85 spaces per 1,000 square feet ²
Offices, Bank	4 spaces per 1,000 square feet ² + 4 stacking spaces per drive-in lane ⁶	No reduction
Personal Services	3.33 spaces per 1,000 square feet ²	2.5 spaces per 1,000 square feet ²
Personal Services, Barber Shops and Salons	1 space per seat + 1 space per employee	No reduction
Restaurants, Inside and Outside Seating	10 spaces per 1,000 square feet ² + 1 space per employee on largest shift	7.5 spaces per 1,000 square feet ² + 0.75 space per employee on largest shift
Restaurants, Drive-In/Drive-Through/Quick Service	0.52 space per seat (indoor and outdoor) ³ + 15 stacking spaces for first ordering station and +5 additional stacking spaces for each additional ordering station ⁶	0.52 space per seat (indoor and outdoor) ³ + 15 stacking spaces for first ordering station and +5 additional stacking spaces for each additional ordering station ⁶
Retail	3.33 spaces per 1,000 square feet ² for structures up to 300,000 square feet ² 2.67 spaces per 1,000 square feet ² for structures 300,001 or more square feet ²	2.5 spaces per 1,000 square feet ² for structures up to 300,000 square feet ² 2 spaces per 1,000 square feet ² for structures 300,001 or more square feet ²
Short-Term Vacation Rentals	See dwelling unit type	No reduction
Showrooms	2 spaces per 1,000 square feet ² + 1 space per employee	No reduction
Theaters	0.33 space per seat ³	No reduction

Use	Minimum Vehicle Parking Spaces	Reduced Minimum Vehicle Parking Spaces in CFO, CAO1, CAO2, and CAO3
Vehicle Sales and Rental	2 spaces per 1,000 square feet ² + 1 space per service bay	No reduction
Vehicle Service Facilities	3.33 spaces per 1,000 square feet ² + 1 space per service bay	No reduction
Vehicle Wash Facilities	1 space per drying space/bay + 2 stacking spaces per washing spaces/bay	No reduction

INDUSTRIAL USES

Adult-Oriented Establishments	0.33 space per person of maximum occupant load ⁴	No reduction
Area Dedicated to Indoor Retail Sales ⁵	1 space per 200 square feet ²	No reduction
Area Dedicated to Indoor Storage/Warehousing/Assembly/Manufacturing ⁵	1-3,000 square feet ² = 1 space per 250 square feet ² 3,001-5,000 square feet ² = 1 space per 500 square feet ² 5,001-10,000 square feet ² = 1 space per 750 square feet ² 10,001 + square feet ² = 1 space per 1,250 square feet ²	No reduction
Area Dedicated to Office or Administrative Use ⁵	1 space per 300 square feet ²	No reduction
Area Dedicated to Outdoor Storage ⁵	1 space per 1,000 square feet ²	No reduction
Data Centers	Variable ¹	No reduction
Self-Storage Facilities	0.01 space per storage unit + 4 spaces	No reduction
Vehicle Repair Facilities	3.33 spaces per 1,000 square feet ² + 1 space per service bay	No reduction

Use	Minimum Vehicle Parking Spaces	Reduced Minimum Vehicle Parking Spaces in CFO, CAO1, CAO2, and CAO3
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Notes:

1. Uses that reference this note have widely varying parking and loading demand characteristics, making it difficult to establish a uniform standard. See Clause 10.1.5.C in Calculation of Minimum Parking.
2. Square feet refers to the gross floor area of the building.
3. Seats refers to the occupant load for the area used as seating.
4. Maximum occupant load is based on the maximum fire-rated capacity.
5. The total number of required spaces is cumulative based on the variety of different functions present in a single use.
6. Minimum number of stacking spaces unless otherwise demonstrated using peak stacking lengths for comparable businesses and locations.

10.1.7 Parking Spaces Available to Count Towards Minimum Parking Standards

Parking spaces available to count towards the minimum parking standards include the following:

- A. Parking spaces on the lot;
- B. Demarcated parallel parking spaces abutting a lot for a nonresidential, mixed-use, or multifamily residential use. Spaces may not be double counted; and
- C. Parking spaces per an approved alternative parking plan per Subsection 10.1.10, Alternative Parking Plan.

10.1.8 Parking Location

The location of parking shall be in accordance with the applicable frontage type per Chapter 7, Frontage Types.

10.1.9 Parking Structures

- A. In the CFO, parking structures shall have active ground-floor uses along all street frontages. Parking structures shall comply with the commercial/mixed-use building type. Openings shall be vertically oriented to appear as window openings that meet the intent of the building type standards.
- B. Outside the CFO, where along an arterial or collector street, parking structures shall be screened by buildings at least as tall as the parking structures.
- C. Outside of the CFO, parking structures shall be visually similar in character to the principal building by:
 - 1. Matching the materials or being composed of brick; and
 - 2. Vertically orienting the openings to appear as windows of the same size and rhythm as the principal building.
- D. Parking structures are subject to the maximum principal building height as

permitted per the applicable zoning district.

- E. Vehicular entrances of parking structures shall be located so that potential conflicts with pedestrian circulation are minimized.
- F. Multiple pedestrian entrances shall be included for each parking structure.

10.1.10 Alternative Parking Plan

The alternative parking plan may use any combination of the following alternatives, subject to DRT approval:

A. Shared Parking

- 1. The applicant shall submit a shared parking study that justifies the feasibility of using shared parking with:
 - a. Information from a nationally-accepted standard parking resource using comparable uses and cities, as approved by the Department of Planning and Sustainability;
 - b. The size and type of the proposed development and the composition of uses;
 - c. Anticipated rate of parking turnover; and
 - d. Anticipated peak parking and traffic loads for all uses that will be sharing parking spaces.
- 2. A continuous sidewalk shall be provided to and from the shared parking area;
- 3. Shared parking spaces shall be located within 1,320 feet (five-minute walk) of a main entrance of each use served, as measured along the sidewalk connecting the main entrance to the shared parking area;
- 4. A shared parking agreement shall be signed by all applicable property owners and recorded at the Register of Deeds prior to issuance of a building permit for any use to be served by the

shared parking;

5. For phased development, a phased parking plan shall be provided that shows how each use will be provided with adequate parking spaces throughout the full buildout of the development; and
6. A shared parking agreement may be repealed only if all required parking spaces for each use will be provided without shared parking per Subsection 10.1.6, Minimum Parking.

B. Remote Parking

Remote parking on a separate site from the site on which the use is located may be a permitted alternative when it meets the following:

1. There are practical difficulties in locating the parking area on-site or public safety or public convenience are better served by a remote location;
2. The remote parking area shall be placed in a recorded easement for the use of an off-site parking location in perpetuity;
3. A sidewalk shall connect the remote parking to the use being served;
4. The remote parking shall be located within 1,320 feet (five-minute walk) of a main entrance of each use served, as measured along the sidewalk connecting the main entrance to the remote parking.
5. The remote parking area shall be convenient to use without causing unreasonable:
 - a. Hazard to pedestrians or vehicular traffic;
 - b. Traffic congestion;
 - c. Interference with commercial activity or convenient access to

other parking areas in the vicinity;

- d. Detriment to the appropriate use of businesses in the vicinity; or
- e. Detriment to any adjacent residential neighborhood.

C. Deferred Parking

Deferral of construction of up to 30 percent of the required number of parking spaces may be a permitted alternative when it meets the following:

1. The applicant shall submit a reserve parking plan that identifies:
 - a. The number of parking spaces being deferred; and
 - b. The equivalent area reserved for the deferred parking spaces, if needed in the future.
2. The applicant shall provide assurance illustrating the provided parking is sufficient after 24 months from the initial certificate of occupancy or when at least 90 percent of the building is occupied, whichever is later. If additional parking is found to be needed, the applicant shall construct the deferred spaces; and
3. Reserved parking areas shall be brought to the finished grade and stabilized and shall not be counted towards other Ordinance requirements.

D. Valet Parking

Valet parking may be a permitted alternative when it meets the following:

1. Valet parking shall meet the Municipal Code;
2. The applicant shall provide assurance illustrating that valet parking will be available on a long-term basis;
3. An attendant shall be provided to park vehicles during business operations that use valet services;

4. Valet spaces shall be located in a parking area or parking structure; and
5. Valet parking service in a public street shall meet the Municipal Code.

10.1.11 Maximum Parking

Except for single-family residential, parking that exceeds 120 percent of the minimum in Subsection 10.1.6, Minimum Parking, shall be constructed and maintained:

- A. With pervious surfacing; or
- B. Within a parking structure.

10.1.12 Arrangement

- A. Parking, stacking, and loading areas shall be arranged for convenient access and safety of pedestrians, bicyclists, and vehicles.
- B. The arrangement of parking shall be designed to accommodate vehicular circulation, maneuvering, parking, and associated parking movements without use of the public right-of-way, except for parallel parking
- C. The arrangement of parking shall prevent vehicle circulation from backing out directly onto a street, except on single family residential lots.
- D. Parking areas shall be configured so that a vehicle may be parked and un-parked without moving another vehicle. This shall not apply to single-family residential.
- E. The stacking arrangement shall not cause vehicles to queue within streets or internal drives or interfere with other customer vehicular circulation.
- F. Stacking space lengths shall be based on a minimum of 20 feet per space.
- G. Surface parking areas shall provide landscaping and landscape islands pursuant to Section 12.6, Parking Area Landscape.

10.1.13 Maximum Slope

Parking areas shall not exceed a slope of five percent. Parking aisles that connect parking areas shall not exceed ten percent.

10.1.14 Dimensional Standards for Standard Parking Spaces and Aisles

- A. Standard parking spaces and aisles shall comply with the dimensions below:

Parking Angle	Standard Parking Space Depth (Feet)	Standard Parking Space Width (Feet)	Aisle Width (Feet)
Parallel	22	8	10-12 (one way) 20-24 (two way)
90 Degrees	18	9	20-24
60 Degrees	20	9	16-20
45 Degrees	19	9	16-20

- B. Handicap accessible spaces and signage shall be provided pursuant to all applicable building codes.
- C. Parking structures may have dimensional adjustments based on utilization, but in no case shall the standard space width be less than eight feet, subject to approval by the Department of Building and Neighborhood Services.
- D. Where the side of a standard parking space is alongside a landscape island, the minimum width of the parking space shall be increased to ten feet.
- E. Where the end of a 90-degree standard parking space abuts a landscape island or a sidewalk of at least seven feet and allowing a bumper overhang, the minimum depth of the parking space may be reduced to 16 feet.

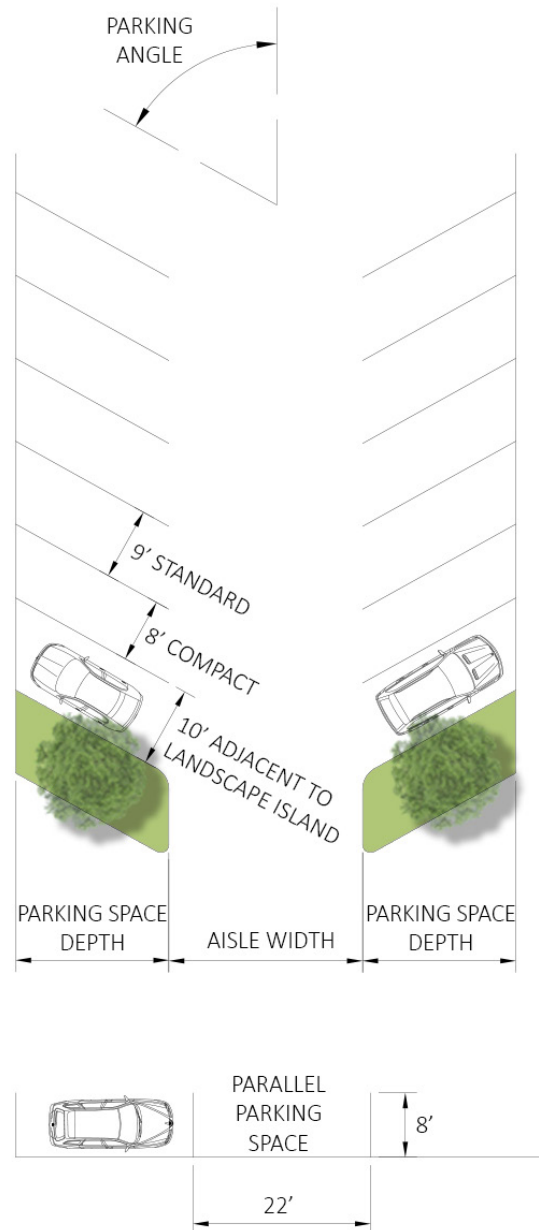
10.1.15 Dimensional Standards for Compact Parking Spaces and Aisles

A. Compact parking spaces and aisles shall comply with the dimensions below:

Parking Angle	Compact Parking Space Depth (Feet)	Compact Parking Space Width (Feet)	Aisle Width (Feet)
Parallel	N/A	N/A	N/A
90 Degrees	16	8	20-24
60 Degrees	18	8	16-20
45 Degrees	17	8	16-20

- B. Compact parking spaces shall be permitted in parking areas of at least 20 spaces. Compact spaces shall not exceed 15 percent of the minimum spaces in Subsection 10.1.6, Minimum Parking.
- C. Where the side of a compact parking space is alongside a landscape island, the minimum width of the parking space shall be increased to ten feet.
- D. No reduction in depth shall be permitted for compact parking spaces abutting landscape islands or sidewalks.

Figure 10.1.15 Parking Space Dimensions



10.1.16 Demarcation

- A. Parking areas of three or more spaces and parallel parking spaces shall be demarcated by painted lines or other methods identifying individual parking spaces, except for single family residential.
- B. Compact spaces shall be labeled as such on the pavement.
- C. Loading areas shall be demarcated by signage, striping, and labeling on the pavement.

10.1.17 Surfacing

The surface material for parking and loading areas shall be asphalt, concrete, brick, stone, pavers, or an equivalent material. The following alternative materials may be approved by the DRT or applicable City department:

- A. Pervious or semi-pervious surface materials such as:
 - 1. Reinforced grass parking systems; or
 - 2. Ring and grid systems used in conjunction with grass, pervious concrete, or permeable pavers.
- B. Recycled materials with a binder such as glass, rubber, used asphalt, brick, block, and concrete;
- C. Asphalt mixed with crushed pea gravel or limestone to achieve a particular character; or
- D. Gravel parking areas in the AG district or single family residential lots.

10.1.18 Curbs and Wheel Stops

- A. Parking and loading areas shall provide curbs or similar devices to prevent vehicle overhang into public right-of-way, sidewalks, adjacent property, or landscape areas.
- B. Vehicle wheel stops are permitted only for handicap-accessible spaces or spaces within parking structures.

10.1.19 Timing of Construction

- A. All required parking and loading areas shall be completed in accordance with approved plans prior to the issuance of a certificate of occupancy for the use they serve.
- B. Phased development shall provide parking and loading areas for each portion of the development for which a development plan or site plan is approved.

10.1.20 Maintenance

- A. Parking and loading areas shall be maintained in good repair and in safe condition at all times so as not to constitute a hazard to public safety or a visual or aesthetic nuisance to surrounding property.
- B. Surfacing materials shall be maintained in a smooth, well-graded condition, except for approved pervious paving.
- C. Parking and loading areas shall be periodically painted or otherwise maintained to retain clear identification of individual spaces.

10.1.21 Loading Areas

- A. Uses with business operations that include unloading of goods, materials, items, or stock for delivery or shipping shall be required to provide one loading area either on-site or along the curb of the abutting street or internal drive, subject to DRT approval.
- B. The size of the loading area shall be a minimum:
 - 1. Width of 12 feet;
 - 2. Depth of 25 feet; and
 - 3. Overhead clearance of 14 feet;
- C. An on-site loading area shall be:
 - 1. Located to the rear of the building adjacent to the loading doors; and
 - 2. Arranged to have safe and convenient access to a street, but in no case

shall the loading area extend into the required aisle of a parking area.

10.1.22 Use

- A. All surface parking, stacking, and loading areas required by this Chapter shall be used only for those purposes. Parking spaces in excess of the minimum required parking may be used for temporary uses and structures, pursuant to Section 5.3, Temporary Uses and Structures.
- B. Any other vehicular use, such as storage, sales, repair, service, or display of any kind shall constitute a separate business use of the space and shall not be counted towards minimum requirements.
- C. Required parking spaces shall be free and accessible to the public, unless otherwise determined by the BOMA.

10.2 Bicycle Parking

10.2.1 Minimum Bicycle Parking

Bicycle parking shall be provided in accordance with the following:

Principal Use	Minimum Bicycle Parking Spaces
Multifamily	0.05 space per bedroom
Educational Facilities	1 space per 10 students
Office	1 space per 20,000 square feet of gross floor area
Any Other Uses with Parking Areas	1 space per 20 vehicle spaces

10.2.2 Bicycle Parking Standards

- A. Bicycle parking shall be provided using bicycle racks, bicycle lockers, restricted-access bicycle enclosures, or similar secured facilities.
- B. Bicycle racks shall be securely anchored and easily usable with U-locks and cable locks.
- C. Four-foot wide aisles on all sides of bicycle parking spaces shall:
1. Be provided for clear and maneuverable access; and
 2. Not encroach into sidewalk areas.
- D. Bicycle parking areas shall be separated from vehicle parking and circulation areas by:
1. A physical barrier; or
 2. A distance sufficient to protect parked bicycles from damage by vehicles, including front and rear overhangs of parked or moving vehicles.
- E. Bicycle parking shall be located near the building main entrance. Where there is more than one building on a site or where a building has more than one main entrance, the bicycle parking shall be distributed to serve each main entrance.
- F. If the bicycle parking is located outside, then the following shall apply:
1. Bicycle parking areas shall be paved with materials per Subsection 10.1.17, Surfacing;
 2. The bicycle parking area shall be connected to the internal pedestrian circulation system per Section 9.6, Pedestrian Circulation; and
 3. A curb ramp shall be provided if located next to a street or internal drive.

10.3 Transit Infrastructure

10.3.1 Requirement Thresholds

- A. Transit infrastructure shall be required when the following conditions are met:
1. The site has frontage along an existing or planned public transit route, in accordance with the Franklin Transit Authority adopted plan;
 2. The site will generate a minimum of 2,500 daily vehicular trips as calculated per the current edition of the *Institute of Transportation Engineers' Trip Generation Handbook*.
- B. Transit infrastructure shall not be required when the following conditions are present:
1. An existing transit stop is located within 1,320 feet (five-minute walk), as measured along a sidewalk and located on the same side of the street.
 2. The DRT or Franklin Transit Authority determines the location is not viable due to:
 - a. Physical constraints, such as steep slopes above 14 percent or sight distance conflicts; or
 - b. Other unsafe conditions for the transit system, vehicles, or pedestrians that would be caused by the proposed stop location.

10.3.2 Requirements on Existing Public Transit Routes

If transit infrastructure is required per Subsection 10.3.1, Requirement Thresholds, and the development is on an existing transit route, the applicant shall dedicate the required right-of-way, as applicable, or provide a public access easement and construct the following transit stop facilities, unless the FMPC or DRT, as applicable, approves an equivalent alternate design:

- A. A concrete landing pad located between the sidewalk and the back of curb;
- B. A concrete transit pad measuring 15 feet by 20 feet;
- C. Sidewalks that connect the transit stop to the nearest existing sidewalk or street intersection;
- D. Benches and other seating;
- E. A bike rack; and
- F. A transit shelter in accordance with the Franklin Transit Authority adopted plan.

10.3.3 Requirements on Future Planned Transit Routes

- A. If transit infrastructure is required per Subsection 10.3.1, Requirement Thresholds, and the development is on a future planned route, the applicant shall dedicate the required right-of-way, as applicable, or provide a public access easement, but shall not be required to construct transit stop facilities.
- B. If the DRT determines that a transit stop cannot be accommodated in the public right-of-way, then a public access easement shall be dedicated to the City with a note on the final plat that states the area is designated for a transit stop.
- C. Adequate space shall be dedicated to accommodate the transit stop, including efficient bus operations, bus stop spacing, curb clearance, placement in relation to the roadway, abutting property owner/tenant parking restrictions and regulations at and near the stop, vehicle turning radii, lane width and surfaces, intersection design topography, and other physical constraints pursuant to the Transportation and Street Technical Standards.

CHAPTER 11

OPEN SPACE

11.1 General Provisions	181
11.2 Overview of Open Space Types Permitted by Zoning District	182
11.3 Natural Area	184
11.4 Greenway	185
11.5 Neighborhood Amenities	186
11.6 Pocket Park	187
11.7 Courtyard	188
11.8 Square or Green	189
11.9 Outdoor Dining Area	190
11.10 Plaza	191
11.11 Ownership of Open Space	192
11.12 Provision in Multi-Phase Developments	193
11.13 Maintenance	193

11.1 General Provisions

11.1.1 Applicability

This Chapter shall apply to:

- A. Residential development that exceeds 25 dwelling units or exceeds 15 acres.
- B. Nonresidential or mixed-use development with:
 1. Two or more buildings;
 2. Two or more nonresidential tenants;
 3. A gross building area exceeding 10,000 square feet; or
 4. A site or lot exceeding three acres.

11.1.2 Review for Compliance

Review for compliance shall occur with the submittal of a development plan, site plan, or preliminary plat.

11.1.3 Open Space Placement

- A. Open space shall be located so as to be readily accessible and useable open space for all residents and users of the development.
- B. Open spaces shall be placed within a residential or mixed-use development so that every house, duplex, townhouse, multiplex, and multifamily building has an open space within a walking distance of 1,320 feet (five-minute walk), as measured from the perimeter of each open space. Houses on individual lots of at least 30,000 square feet are exempt from this requirement.
- C. Open spaces shall be placed within the development to connect to other open spaces through an internal pedestrian circulation system per Section 9.6, Pedestrian Circulation.
- D. The placement of open space shall not result in a view of any rear facade from a street.

11.1.4 Calculation of Minimum Open Space

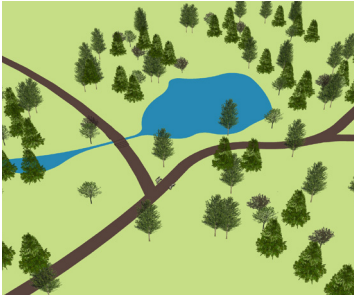
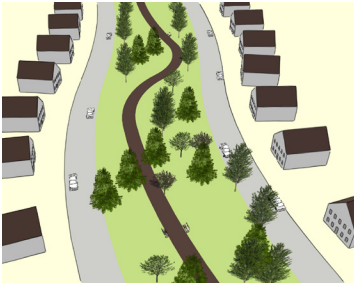
- A. Open space types and set asides shall be as required pursuant to Subsection 11.1.5, Minimum Open Space.
- B. The minimum open space set aside percentage shall be based on the acreage of the entire development site.
- C. The open space set aside shall not be required when the minimum open space set aside for:
 1. Residential development yields less than 5,000 square feet; or
 2. Nonresidential or mixed-use development yields less than 2,500 square feet.
- D. The acreage for individual single-family residential lots that are 30,000 square feet or larger may be excluded from the five percent open space set aside calculation.
- E. Parking areas, driveways, buildings, required sidewalks along streets, public right-of-way, and individual private yards shall not be counted as open space.

11.1.5 Minimum Open Space

Zoning District	Minimum Open Space Set Aside	Required Open Space Type
All Districts	5%	Any combination as permitted by district, except natural area
ER, R1, R2, R3, and PD with residential uses only	Additional 10%	Natural Area

11.2 Overview of Open Space Types Permitted by Zoning District

The following open space types are permitted in the districts indicated. Each open space shall comply with all standards and tables of the corresponding open space type.

Open Space Description	Illustration	Districts Where Permitted
Natural Area: An open space that is maintained, but left in a natural state. Natural areas may contain hillsides, hillcrests, slopes exceeding 14 percent, floodplain, streams, ponds, agricultural lands, forest, fields, meadows, tree save areas, scenic corridors and viewsheds, wildlife habitat, or vegetated stormwater management features. These areas may also contain historic or culturally significant areas, such as cemeteries, battlefields, or other archaeologically significant resources		All Districts
Greenway: Linear open space typically following the trajectories of natural corridors. Greenways are required to include multi-use paths along the length of the greenway		All Districts
Neighborhood Amenities: Outdoor recreation areas, such as pools, sports fields, sports courts, playgrounds, and dog parks typically for use by residents of the development		ER R1 R2 R3 R4 R6 MR PD CC RC6 RC12
Pocket Park: Small-scale, active or passive park within walking distance of residential uses that contain designed and regularly maintained open areas that typically include arranged plantings, playgrounds, gardens, dog parks, gazebos or similar structures, fountains, sculptures, and other forms of public art		All Districts

Overview of Open Space Types Permitted by Zoning District

Courtyard: Open space located between houses, duplexes, multiplexes, or townhouses that face each other



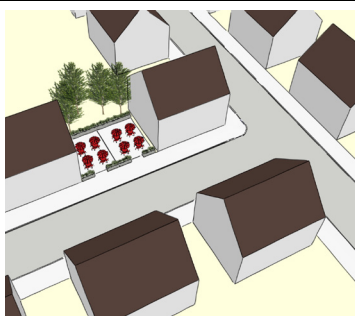
ER R1 R2 R3 R4
R6 MR PD CC

Square or Green: Passive recreation area that is primarily landscaped and bound by streets or internal drives



ER R1 R2 R3 R4 R6
MR PD 1ST 5TH
RC6 RC12 GO LI HI

Outdoor Dining Area: Open space set aside associated with restaurants within nonresidential or mixed-use development. These may be patios, terraces, upper story decks, or rooftop dining areas. These areas are open to the general public only as part of a business



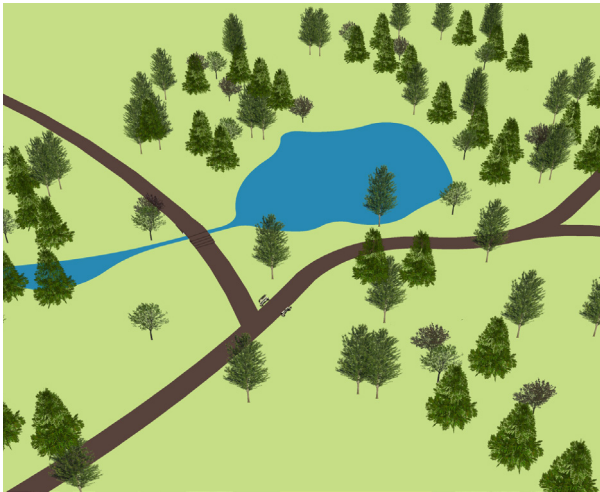
PD NC CC DD 1ST
5TH RC6 RC12 LI

Plaza: Formal gathering places typically adjacent to nonresidential and mixed-use buildings. These areas contain a greater amount of hardscape than other open space types and typically contain special features, such as public art or fountains



PD NC CC DD 1ST
5TH RC6 RC12 GO
LI HI

11.3 Natural Area



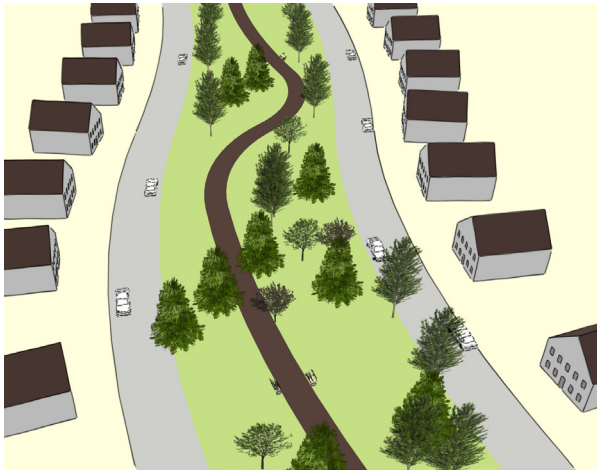
Description

An open space that is maintained, but left in a natural state. Natural areas may contain hillsides, hillcrests, slopes exceeding 14 percent, floodplain, streams, ponds, agricultural lands, forest, fields, meadows, tree save areas, scenic corridors and viewsheds, wildlife habitat, or vegetated stormwater management features. These areas may also contain historic or culturally significant areas, such as cemeteries, battlefields, or other archaeologically significant resources.

Standards	
Permitted Districts	All districts
Dimensions	Minimum size of 5,000 square feet
Arrangement	Shall have at least one direct access to a public right-of-way or private street with access easement

Standards (Continued)	
Landscape	Minimum one large canopy tree and two understory trees per each 2,500 square feet and landscaped in an informal arrangement
Features	Shall have sidewalks, multi-use paths, or nature trails, which shall be placed within a public access easement If elected by the applicant, multi-use paths that meet ADA requirements may be counted as a greenway, subject to the standards in Section 11.4, Greenway
Additional Areas	The following areas may be credited toward the natural area set aside: A. Required landscape areas and medians of at least 5,000 square feet B. Land within the boundary of a private lot or development site subject to a conservation easement that is accepted by the City and provides for permanent open space in perpetuity C. Landscaped stormwater management features, designed pursuant to Section 17.5, Stormwater Management Features

11.4 Greenway



Description

Linear open space typically following the trajectories of natural corridors. Greenways are required to include multi-use paths along the length of the greenway

Standards

Permitted Districts	All districts
Dimensions	Minimum width of 24 feet that includes a multi-use path and six feet adjacent to the path on each side
Landscape	Minimum one large canopy tree and two understory trees per each 2,500 square feet and landscaped in an informal arrangement
Features	The following features are required: A. Multi-use paths that meet ADA requirements B. Seating elements

Standards (Continued)

Stormwater management features shall not be counted as open space

11.5 Neighborhood Amenities



Description

Neighborhood amenities that count toward the open space set aside are outdoor recreation areas, such as pools, sports fields, sports courts, playgrounds, and dog parks typically for use by residents of the development

Standards

Permitted Districts	ER R1 R2 R3 R4 R6 MR PD CC RC6 RC12
Dimensions	Minimum size of 5,000 square feet
Arrangement	Shall provide a sidewalk connection to a sidewalk along any adjacent street
Landscape	Minimum one large canopy tree and two understory trees per each 2,500 square feet and landscaped in a formal arrangement
Lighting	Pedestrian-scale lighting only
Stormwater	Stormwater management features shall not be counted as open space

11.6 Pocket Park



Description

Small-scale, active or passive parks within walking distance of residential uses that contain designed and regularly maintained open areas that typically include arranged plantings, playgrounds, gardens, dog parks, gazebos or similar structures, fountains, sculptures, and other forms of public art

Standards

Permitted Districts	All districts
Dimensions	No minimum size
	A sidewalk connection shall be provided to a sidewalk along a street
Arrangement	Internal sidewalks and pedestrian-scale lighting shall be provided
	The placement of buildings shall comply with Section 503 of the Fire Code

Standards (Continued)

Landscape	Minimum one large canopy tree and two understory trees per each 2,500 square feet, and landscaping provided in a formal arrangement
Features	Two of the following features are required: A. Seating elements B. Canopies or gazebos to shield pedestrians C. Furnishings, such as planters, waste receptacles, bicycle racks, drinking fountains, or transit shelters D. Fountains, sculptures, or art E. Playgrounds
Stormwater	Stormwater management features may occupy up to 40 percent of the pocket park when treated as a site amenity and designed pursuant to Section 17.5, Stormwater Management Features

11.7 Courtyard



Description

An open space located between houses, duplexes, multiplexes, or townhouses that face each other

Standards

Permitted Districts	ER PD	R1 CC	R2	R3	R4	R6	MR
---------------------	-------	-------	----	----	----	----	----

Dimensions	No minimum size
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Arrangement

One or two sides of the courtyard shall abut a street
Minimum width of 30 feet with at least 40 feet between opposing front facades. No more than six dwellings shall be located on any one side of the courtyard.

Where four or fewer dwellings face a courtyard, the minimum width may be reduced to 20 feet with at least 30 feet between opposing front facades

The placement of buildings shall comply with Section 503 of the Fire Code

Standards (Continued)

Landscape

Minimum one large canopy tree and two understory trees per each 2,500 square feet, and landscaping provided in a formal arrangement

Hardscape

May cover up to 33 percent and shall be concrete, crushed stone, brick paver, or other comparable material

The following features are required:

- A. Internal sidewalks that connect all main entrances to any adjacent street
- B. Pedestrian-scale lighting that illuminates all sidewalk connections

One of the additional features is required:

- A. Seating elements
- B. Specialized or decorative hardscape
- C. Arcades, canopies, awnings, or overhangs to shield pedestrians
- D. Furnishings, such as planters, waste receptacles, bicycle racks, drinking fountains, or transit shelters
- E. Fountains, sculptures, or art

Features

Stormwater

Stormwater management features may occupy up to 40 percent of a courtyard when treated as a site amenity and designed pursuant to Section 17.5, Stormwater Management Features

11.8 Square or Green



Description

Passive recreation areas that are primarily landscaped and are bound by streets or internal drives

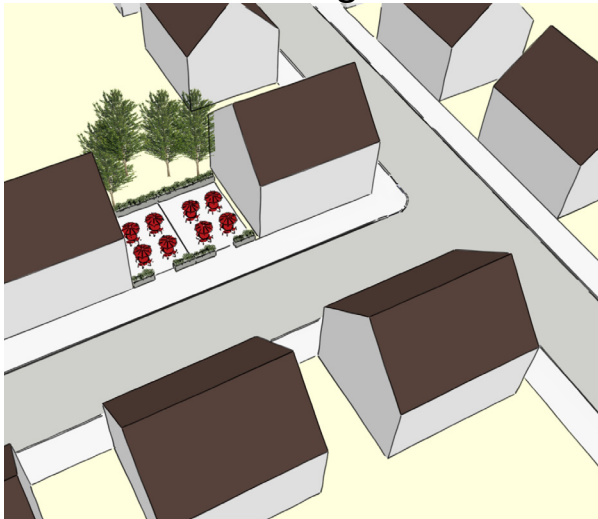
Standards

Permitted Districts	ER R1 R2 R3 R4 R6 MR PD 1ST 5TH RC6 RC12 GO LI HI
Dimensions	Minimum size of 5,000 square feet
Arrangement	Bounded by streets or internal drives on four sides Prominently located within the development Main entrances of adjacent buildings shall face the square or green
Landscape	Minimum one large canopy tree and two understory trees per each 2,500 square feet and landscaped in a formal arrangement

Standards (Continued)

Hardscape	May cover up to 33 percent and shall be concrete, crushed stone, brick paver, or other comparable material
Features	Four of the following features are required: A. Seating elements B. Internal sidewalks C. Pedestrian-scale lighting beyond that required to illuminate public right-of-way D. Canopies or gazebos to shield pedestrians E. Furnishings, such as planters, waste receptacles, bicycle racks, drinking fountains, or transit shelters F. Fountains, sculptures, or art G. Playgrounds
Stormwater	Stormwater management features shall not be counted as open space

11.9 Outdoor Dining Area



Description

Outdoor dining areas that count toward the open space set aside are associated with restaurants within nonresidential or mixed-use development. These may be patios, terraces, upper story decks, or rooftop dining areas. These areas are open to the general public only as part of a business.

Standards

Permitted Districts	PD NC CC DD 1ST 5TH RC6 RC12 LI
Arrangement	Typically located next to the building, but may be placed within required setbacks
Landscape	A wall or raised planters Where on-site parking is adjacent to an outdoor dining area, a planting strip shall be provided along the perimeter, in addition to a wall or raised planters

Standards (Continued)

Features	The following features are required:
	A. Dining tables and chairs of at least two rows deep
	B. Ground-oriented, pedestrian-scale lighting
	C. Raised planters, planting strip, or similar vegetation
Stormwater	Stormwater management features shall not be counted as open space

11.10 Plaza



Description

Plazas are formal gathering places typically adjacent to nonresidential and mixed-use buildings. These areas contain a greater amount of hardscape than other open space types and typically contain special features, such as public art or fountains.

Standards

Permitted Districts	PD NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Dimensions	Minimum size of 2,500 square feet
Arrangement	Shall be generally level, stepped, or gently sloping with a three percent grade or less Adjacent buildings shall have a main entrance face the plaza
Landscape	Minimum one large canopy tree and two understory trees per each 2,500 square feet and landscaped in a formal arrangement

Standards (Continued)

Hardscape	Shall cover between 50 percent and 80 percent of the plaza and be concrete, brick, pavers, crushed stone, or other comparable material
Features	Four of the following features are required: A. Seating elements B. Specialized or decorative hardscape C. Pedestrian-scale lighting beyond that required to illuminate public right-of-way D. Arcades, canopies, awnings, or overhangs to shield pedestrians E. Furnishings, such as planters, waste receptacles, bicycle racks, drinking fountains, or transit shelters F. Fountains, sculptures, or art
Stormwater	Stormwater management features shall not be counted as open space

11.11 Ownership of Open Space

Open space areas shall be owned and maintained as permanent open space by a homeowners association, property owners association, private ownership with conservation easement, or public ownership when dedicated to the City or another appropriate public agency. Natural areas may also be held by a land trust or conservancy. Outdoor dining areas are exempt from this Section.

11.11.1 Homeowners Association

If open space is to be deeded to a homeowners association, then the applicant shall place the open space in a public utility, drainage, and access easement and record a declaration of covenants and restrictions that shall:

- A. Govern the use of open space;
- B. Run with the land in perpetuity;
- C. The homeowners association shall not be dissolved, nor shall it dispose of any open space or facilities, by sale or otherwise, except to an organization conceived and established to own and maintain the open space and facilities, and the conditions of a transfer shall conform to the approved site plan;
- D. Association membership shall be mandatory for each property owner and successive owner;
- E. Provide ability for a lien on residential properties to secure collections of assessments levied by the homeowners association; and
- F. Grant the City the authority to maintain the open space if necessary and assess the cost of maintenance against the owners of the property jointly and severally.

11.11.2 Property Owners Association

If open space is to be deeded to a property owners association, then the applicant shall provide for and establish a property owners association that shall comply with the following:

- A. The association shall own and maintain the open space and facilities;
- B. The association shall not be dissolved, nor shall it dispose of any open space or facilities, by sale or otherwise, except to an organization conceived and established to own and maintain the open space and facilities, and the conditions of a transfer shall conform to the approved site plan. The association shall be established before property is sold;
- C. Association membership shall be mandatory for each property owner and successive owner;
- D. The association shall be responsible for liability insurance and local taxes for the open space and facilities;
- E. Property owners shall pay their pro rata share of the cost and assessments levied by the association shall be a lien on the owners' property; and
- F. The association shall be able to adjust assessments in order to meet changing needs.

11.11.3 Private Ownership

In unique circumstances, the DRT may approve a natural area to be held in private ownership. In these cases, a permanent conservation easement shall be placed on the open space area. The conservation easement shall:

- A. Require that open space be maintained and preserved as a natural area or as agricultural lands and shall not be used for buildings;
- B. Run with the land in perpetuity; and
- C. Indicate that the City and owners of land

in the development have a right to enforce the conservation easement.

11.11.4 Public Ownership

See the Municipal Code for options for parkland dedication in lieu of parkland impact fee.

11.12 Provision in Multi-Phase Developments

- A. Development proposed in phases shall be considered as a single development for the purposes of calculating the open space set aside.
- B. Development shall not be phased to avoid the minimum open space set aside.
- C. In cases where less than 100 percent of the total amount of open space set aside is provided within the first phase of a multi-phase development, the remaining open space shall be apportioned into each of the remaining development phases.

11.13 Maintenance

Open spaces shall be maintained in reasonable order and condition in accordance with the approved site plan, as determined by the Department of Building and Neighborhood Services. The Department of Building and Neighborhood Services may serve written notice of deficiencies upon the homeowners association, property owners association, or the owners of the open space. If the deficiencies have not been corrected within 30 days after written notice, then the Department of Building and Neighborhood Services shall have the authority to correct the deficiencies. The cost of the correction shall be assessed jointly and severally against the properties within the development that have a right of enjoyment of the open space. The entire cost of correction shall be a lien upon each of the properties from the date that the lien is filed in the Register's Office of Williamson County.

CHAPTER 12

LANDSCAPE

12.1 General Provisions	195
12.2 Landscape Surface Area	195
12.3 Overall Required Plantings	196
12.4 Lot Plantings for Single-Family, Duplex, or Multiplex Residential	197
12.5 Required Plantings for Open Space Set-Asides	197
12.6 Parking Area Landscape	197
12.7 Buffers	199
12.8 Street Trees	200
12.9 Planting Standards	202
12.10 Compliance with Landscape Standards	204

12.1 General Provisions

12.1.1 Review for Compliance

Review for compliance with this Chapter shall occur at the time of submittal of development plans, site plans, and preliminary plats.

12.1.2 Landscape Plan

A landscape plan that demonstrates how landscape will be planted on a development site shall be submitted as a part of a site plan application in accordance with the requirements established by the Department of Planning and Sustainability as posted on the City website. Additional landscape plantings may be required by the Stormwater Management Ordinance.

12.2 Landscape Surface Area

12.2.1 Calculation of Landscape Surface Area

The minimum landscape surface area (LSA) shall be calculated by multiplying the total development site acreage by the minimum LSA percentage for the applicable district.

12.2.2 Minimum Landscape Surface Area

Development sites and lots shall have a minimum LSA acreage according to the table below:

District	Minimum Landscape Surface Area (LSA)
AG	70%
ER	60%
R1	50%
R2 R3 R4 OR CI	40%
R6 MR GO 1ST	30%
PD	20%
NC CC RC6 RC12	15%
DD 5TH	0%
LI HI	20%

12.3 Overall Required Plantings

12.3.1 Calculation of Overall Required Plantings

- A. The overall required plantings shall be calculated by multiplying the minimum LSA acreage per Section 12.2, Landscape Surface Area, by the quantity per acre of LSA for each type of landscape material in Subsection 12.3.2, Minimum Overall Required Plantings:

(0.64 Acre Minimum LSA) x

(82 ACI of Canopy Trees) =

(52 ACI of Canopy Trees)

- B. Any required plantings for lots, open space set-asides, parking area landscape, buffers, street trees, and historic edge treatment may be counted toward the overall required plantings. In some cases, these plantings may exceed the minimum required by this Section; however, all plantings within this Chapter are required.
- C. Tree canopy replacement cannot be used to achieve the overall required plantings; however, tree save areas may be excluded from the minimum LSA acreage per Section 12.2, Landscape Surface Area, used to calculate the overall required plantings in Subsection 12.3.2, Minimum Overall Required Plantings:
- (0.64 Acre Minimum LSA) -
- (0.2 Acre Tree Save Area) =
- (0.44 Acre Adjusted LSA with Credit)
- (0.44 Acre X 82 ACI of Canopy Trees) =
- (36 ACI of Canopy Trees)
- D. Portions of lots used for athletic fields, golf courses, cemeteries, agricultural uses, and other uses where new trees and shrubs are not appropriate may be excluded from the LSA acreage used to calculate the overall

required plantings if the Department of Planning and Sustainability determines that the application of the requirements would serve no meaningful purpose.

12.3.2 Minimum Overall Required Plantings

The landscape surface area shall have the following plantings:

Type of Landscape Material	Quantity Per Acre of LSA	Minimum Evergreen
Canopy Trees	82 ACI	25%
Understory Trees	21 ACI	25%
Number of Shrubs	96	25%

12.4 Lot Plantings for Single-Family, Duplex, or Multiplex Residential

The landscape surface area for single-family, duplex, or multiplex residential lots shall have the following plantings:

Lot	Quantity of Trees
Less than 20,000 square feet	1 three-inch caliper canopy tree per every 5,000 square feet
20,000 square feet or larger	4 three-inch caliper canopy trees for the first 20,000 square feet + 1 three-inch caliper canopy tree per each additional 10,000 square feet
Alley-Loading with Garage Setback of 22 Feet or More	1 three-inch caliper canopy tree per every 5,000 square feet + 1 one-inch caliper understory tree or 3 shrubs planted along the alley side of the lot

12.5 Required Plantings for Open Space Set-Asides

Open space set-asides shall be planted according to the open space type requirements in Chapter 11, Open Space.

12.6 Parking Area Landscape

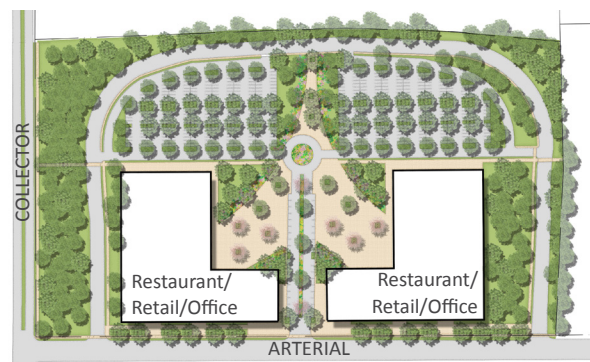
12.6.1 Internal Drives

See Section 9.3, Internal Drives.

12.6.2 Landscape Islands

- A. Surface parking areas of 20 spaces or more shall provide landscape islands that:
 1. Are placed at maximum intervals of every ten parking spaces and at the end of each row of parking spaces;
 2. Provide a minimum width of at least eight feet and the same length as adjacent parking spaces;
 3. Contain one canopy tree within a landscape island that spans one parking space length; and
 4. Contain two canopy trees within a landscape island that spans two parking space lengths.
- B. Additionally, surface parking areas of 100 or more spaces shall be organized into a series of smaller modules, no more than four parking bays wide, separated by a landscape island that:
 1. Is a minimum of eight feet wide, or 17 feet wide if accommodating a sidewalk that connects a building main entrance with its associated parking area;
 2. Runs the length of the parking bay; and
 3. Contains a minimum of two canopy trees.

Figure 12.6.2 Landscape Islands



12.6.3 Perimeter Landscape

Perimeter landscape shall screen the view of surface parking areas from streets and adjacent properties with an opaque screen, excluding required sight clearances at driveways and ingress/egress locations.

- A. A perimeter planting strip shall:
 - 1. Be located along the perimeter of a surface parking area and maintain a minimum average width of six feet, as measured from the outer edge of the parking area;
 - 2. Contain a continuous hedge composed of a double staggered row of evergreen shrubs and deciduous shrubs with a minimum planting height of 30 inches and planted three feet on-center. Up to 25 percent may be deciduous; and
 - 3. Include three canopy trees per 100 linear feet of the perimeter of the total parking area. Clustering is permitted. In areas where overhead utilities prevent the use of canopy trees, understory trees may be substituted.
- B. A perimeter planting strip shall not be required when:
 - 1. A parking area is contiguous to a required buffer and the screening intent of this Section is met; or
 - 2. A parking area is contiguous to another parking area that is on an adjacent property.

12.6.4 Planting Location

Plant material shall be located at least 2.5 feet from the back edge of the curb.

12.6.5 Fences and Walls

The width of a perimeter planting strip may be reduced to three feet when a fence or wall is provided that meets one of the following:

- A. An opaque brick or stone wall of between three and six feet tall shall be located along the perimeter of the parking area adjacent to the right-of-way; or
- B. A decorative metal fence of between three and six feet tall shall be located within the planting strip, supplemented with evergreen shrubs planted between the fence and the property line. The shrubs shall be 30-inches high and planted three feet on-center.

12.7 Buffers

12.7.1 General Standards

- A. Plant materials shall be arranged in a manner that creates an opaque screen.
- B. Existing vegetation listed on the Tennessee Exotic Plant Council list shall be removed from the buffer.

12.7.2 Buffers in Transitional Areas

See Section 8.1, Transitional Areas Abutting Residential Lots.

12.7.3 Buffers Along I-65 and Mack Hatcher

- A. Where new lots are oriented so that the rear facades of buildings face I-65 or Mack Hatcher Parkway outside of the SCO, the following buffers shall be required:

Lot Type	Minimum Buffer Width
Residential Lots	100 feet
All Other Lots	50 feet

- B. The buffer for residential lots shall contain the following minimum plantings:

Type of Landscape Material	Number per 100 linear feet	Minimum Evergreen Plantings
Canopy Trees	16	50%
Understory Trees	6	50%
Shrubs	80	75%

- C. The buffer for all other lots shall contain the following minimum plantings:

Type of Landscape Material	Number per 100 Linear feet	Minimum Evergreen Plantings
Canopy Trees	10	50%
Understory Trees	4	50%
Shrubs	60	75%

12.7.4 Location of Buffers

Buffers shall be located along the periphery of the development site and shall extend to the abutting property line or right-of-way line.

12.7.5 Development Within Buffers

- A. Buffers shall not contain any:
 1. Development;
 2. Parking areas;
 3. Parking structures;
 4. Streets or alleys that run parallel to the property boundary;
 5. Impervious surfaces;
 6. Dumpsters; or
 7. Site features that do not function to meet the standards of this Section or that require removal of existing vegetation, unless otherwise permitted in this Ordinance.
- B. The Department of Planning and Sustainability may approve the following uses and structures within the buffer if the screening intent of this Section is met:
 1. Sidewalks, trails, and multi-use paths;
 2. Fences and walls;
 3. Landscape plantings;
 4. Stormwater retention or detention facilities, green infrastructure pursuant to the Stormwater Management Ordinance and best management practices, provided they do not interfere with the performance or

- maintenance of the buffer area and the required screening is still met; and
5. Driveways or internal drives, provided they cross the buffer at a 90-degree angle and do not encroach into the buffer in a parallel fashion for more than 35 feet.
- C. In the event that utilities are installed within a buffer in a manner that is parallel to the buffer, additional width shall be added to the buffer in an amount equivalent to the amount occupied by the utility lines and any associated easements. Any path cleared by utility installation shall be replaced with plant materials consistent with what was removed.

12.7.6 Credit for Existing Vegetation

- A. Existing vegetation within the buffer may be credited toward the buffer requirement if it meets the minimum size requirement. Existing vegetation listed on the Tennessee Exotic plant council list shall not be credited.
- B. The DRT may reduce or waive the buffer requirements if an existing buffer has been recorded on an adjacent property that achieves the intent of this Section.

12.8 Street Trees

12.8.1 Where Required

Street trees shall be required along both sides of all streets and internal drives, except undeveloped edges of natural areas and as required in Section 4.9, Scenic Corridor Overlay District. Street trees shall be planted within either tree pits or planting strips.

12.8.2 Tree Pits

A. Tree pits shall comply with the following:

Minimum Surface Area	Minimum Width on One Side	Additional Requirements
25 square feet	4 feet	Underground tree structural support system not required
9 square feet	3 feet	Underground tree structural support system is required

- B. Tree pits shall be placed adjacent to the back of the curb.
- C. Tree pits shall include irrigation systems and structural soils or screened backfill to ensure appropriate root growth and drainage.

Figure 12.8.2.A Tree Pits



12.8.3 Planting Strips

- A. Planting strips shall have a minimum width of six feet.
- B. Planting strips shall be located between the back of the curb and the edge of the sidewalk, unless otherwise approved by the DRT.
- C. The trunks of street trees shall be a minimum of three feet from the back edge of the street curb at time of planting.
- D. Where public utilities are located within the planting strip that prevent street trees from being planted in the planting strip, street trees shall be planted four feet from the back edge of sidewalk.

Figure 12.8.3.A Planting Strip



12.8.4 Tree Types

Street trees shall be large-maturing canopy trees. In areas where overhead utilities prevent the use of canopy trees, understory trees may be substituted.

12.8.5 Spacing

- A. Canopy trees shall be planted between 35 to 45 feet on-center. Columnar trees shall be planted between 20 to 25 feet on-center.
- B. Understory trees shall be planted between 20 to 25 feet on-center.

- C. Clustering of street trees is permitted when utility conflicts or required sight distances prevent the minimum spacing requirements.

12.8.6 Sight Distance

Street tree placement along streets shall allow for adequate site distance for traffic control signs. These signs include mid-block warnings, speed limits signs, and stop signs. The following standards shall apply:

Street With Designated Speed Limit	Placement of First Street Tree in Front of Sign ^{1 2}
20 or 25 MPH	Minimum of 45 feet before the sign
30 MPH	Minimum of 60 feet before the sign
40 MPH or Higher	Minimum of 75 feet before the sign

Notes:

- 1. Street trees may be placed closer than the minimum distances above if the vertical clearance between the grade and the lowest branches is at least ten feet, but in no case shall a street tree be closer than 25 feet to the sign.
- 2. Where signs are placed at the front end of curb extensions or bulb-outs, the above street tree placements shall not apply.

12.8.7 Exception to Tree Installation

The Department of Planning and Sustainability may waive developer installation of street trees in the public right-of-way in special circumstances where timing of the installation would result in tree removal shortly thereafter due to street widenings, streetscape projects, or other capital improvement projects.

12.8.8 Credit for Existing Vegetation

Existing healthy, well-formed canopy trees or understory trees located along the street shall be credited toward the street tree requirements, provided the vegetation is:

- A. Surveyed, inventoried, and protected before and during development of the site in accordance with Subsection 17.2.6, Tree Protection During Construction; and
- B. Located in suitable locations to meet the standards of this Section.

12.9 Planting Standards

12.9.1 Minimum Quality and Size Standards

- A. Newly planted landscape plant materials shall conform to the latest version of the American Standard for Nursery Stock, ANSI Z60.1-2014.
- B. Type 1, 2, and 3 Trees, shall meet the planting and size requirements as defined in ANSI Z60.1.
 - 1. Canopy trees shall be a minimum of two inches in caliper at the time of planting, as determined in the American Standard for Nursery Stock, ANSI Z60.1-2004.
 - 2. Understory trees shall have a caliper of 1.5 inches at time of planting, as determined in the American Standard for Nursery Stock, ANSI Z60.1-2004. Multi-stem varieties shall be a minimum of ten feet in height above ground level at the time of planting.
 - 3. Evergreen trees shall be a minimum of six feet in height and a minimum of two inches in caliper at the time of planting.
 - 4. Except where required to be taller, shrubs shall be a minimum of 18 inches in height above ground level at the time of planting, and shall typically grow to a minimum height of five to six feet within four years.
- C. Plant materials used to meet the requirements of this Ordinance shall be selected, installed, and maintained from the City's approved list, specifications, and details on the City website, unless otherwise approved by the Department of Planning and Sustainability.
- D. Plants listed on the current edition of the Invasive Exotic Pest Plants of Tennessee, as published by the Tennessee Exotic Pest

Plant Council, shall be prohibited and shall not be credited towards the minimum requirements of this Ordinance.

12.9.2 Plant Diversity

To maintain plant species diversity and health, new plantings shall meet the following:

Number of Required Trees or Shrubs	Minimum Number of Different Genuses in Roughly Equal Proportions
Less Than 20	2 Genuses
20 to 39	3 Genuses
40 or More	4 Genuses

12.9.3 Stabilization

Landscape planting areas shall be stabilized and maintained with seed, sod, ground covers, mulches, or other approved materials to prevent soil erosion and allow rainwater infiltration.

12.9.4 Planting in Easements

- A. Groundcover may be planted or installed within any utility or drainage easement. Trees and shrubs require approval by the easement holder.
- B. In areas that require canopy trees where overhead utilities prevent the use of canopy trees, understory trees may be substituted. Multi-stemmed understory trees may be used provided they meet the minimum size at time of planting.

12.9.5 Planting Near Light Poles

Trees shall be clustered or moved to a more appropriate location if light poles conflict with tree locations.

12.9.6 Planting Near Fire Hydrants

Tree locations near fire hydrants shall comply with the Fire Code, as applicable.

12.10 Compliance with Landscape Standards

12.10.1 Inspections

The Department of Planning and Sustainability shall inspect the site prior to the release of any applicable performance agreement and again, after release of the performance agreement, to determine if the landscape material is living, healthy, installed, and/or properly maintained in accordance with the approved landscape plan and the standards in this Chapter.

12.10.2 Time Limits

All landscape, including mulching and seeding, shall be completed in accordance with the approved development plan, site plan, preliminary plat, or building permit prior to issuance of a certificate of occupancy, unless a performance agreement and surety is in place pursuant Chapter 21, Performance Agreements.

12.10.3 Extensions

The Department of Planning and Sustainability may grant extensions related to the installation of the landscape improvements due to:

- A. Unusual environmental conditions, such as drought, ice, over-saturated soil (deep mud), or inappropriate planting season for the plant species;
- B. The substitution or unavailability of plant species or acceptable plant size as specified on the landscape plan in cases where such materials are not commercially available within a reasonable time;
- C. Circumstances beyond the developer's or landowner's control, such as incomplete construction or utility work to occur in a proposed landscape area within 30 days after expected site completion, provided the developer or property owner submits a

letter from the utility company stating the estimated installation date; or

- D. Other circumstance warranting extension in the opinion of the Department of Planning and Sustainability.

12.10.4 Maintenance

- A. The property owner shall be responsible for the maintenance of:
 1. All required landscape areas on the lot; and
 2. Street trees planted adjacent to the lot in conjunction with the development of the site, unless otherwise specified by the City or a homeowners association.
- B. Homeowners associations are responsible for the maintenance of open space lots, medians, and street trees associated with the development.
- C. Landscape areas shall be maintained in accordance with the approved landscape plan and shall present a healthy and orderly appearance free from refuse and debris.
- D. All plant life shown on an approved landscape plan used to meet a minimum standard of this Ordinance shall be maintained thereafter in a healthy growing condition and shall be replaced if it dies, is seriously damaged, or removed.
- E. Plants shall be maintained in a way that does not obstruct sight distances at intersections of streets or internal drives or driveways, obstruct traffic signs or devices, and/or interfere with the use of sidewalks or pedestrian trails.
- F. All required trees and shrubs used for screening purposes and buffering shall be maintained in their characteristic natural shape, and shall not be severely pruned, sheared or topped. Required trees shall not be shaped as shrubs. Trees and shrubs required by this Ordinance that have been

severely pruned, sheared, topped, or any trees shaped as shrubs that no longer meet their intended function shall be considered damaged vegetation in need of replacement and shall be replaced within one year.

- G. The Department of Planning and Sustainability shall determine the extent and timing of all other replanting requirements.

CHAPTER 13

FENCES, WALLS, AND SCREENING

13.1 Fences and Walls	207
13.2 Retaining Walls	209
13.3 Screening	211
13.4 Maintenance Requirements	213

13.1 Fences and Walls

13.1.1 Location

- A. Fences and walls may encroach into required yards and setbacks.
- B. Fences and walls shall not:
 1. Be constructed within a public right-of-way or in areas to be dedicated for public right-of-way;
 2. Conflict with sight distance visibility of intersections or points of ingress/egress;
 3. Block or divert a natural drainage flow onto or off of any other property;
 4. Block access within an access easement;
 5. Encroach into a utility easement, unless the easement holder has provided written consent;
 6. Block access to fire hydrants, mechanical equipment, or utility equipment; and
 7. Be located within six feet of a fire hydrant.

13.1.2 Height

A. Exemptions

Public buildings or uses, public parks, sports courts, and sports fields are exempt from this Subsection.

B. Measurements

Fence and wall height shall be measured from finished grade to the top of the fence or wall. Fences and walls may need a building permit, depending on the height. The use of a berm to increase a fence or wall height is prohibited, unless used in accordance with Section 8.1 Transition Areas Abutting Residential Lots.

C. Front Yard Fence and Wall Height

Fence and wall height shall comply with the following table, except as provided in Paragraph 13.1.2.D and E:

Location	Maximum Height
Front Yard	3 feet, but may be 4.5 feet for board horse fencing
	AG district not regulated
Side or Rear Yard	7 feet for residential uses
	8 feet for nonresidential and mixed-uses

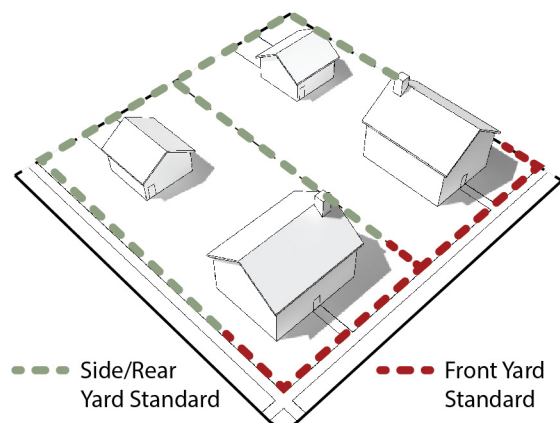
D. Corner Lot Fence and Wall Height

1. Corner lot fences and walls shall be subject to the front yard standard in Paragraph 13.1.2.C, Front Yard Fence and Wall Height, when located:
 - a. Between the front facade of the building and the front lot line; and
 - b. In the side street-facing yard between the front facade and 20 feet back from the front facade.
2. Corner lot fences and walls shall be subject to the side or rear yard standard in Paragraph 13.1.2.C, Front Yard Fence and Wall Height, when located within the side street-facing yard and more than 20 feet behind the front facade of the building.
3. Fences and walls within interior side yards and behind the front facade shall be subject to the side or rear yard standard in Paragraph 13.1.2.C, Front Yard Fence and Wall Height.
4. Where a corner lot has a driveway access on the side street, the fence or wall shall be set back a minimum of 15 feet from the side street lot line.

E. Open Space Lots

Within open space lots, fences used as part of a frontage treatment shall not exceed a height of four feet for board fencing and three feet for all other styles of fencing.

Figure 13.1.2 Fence and wall locations and heights.

**13.1.3 Fence Materials**

- A. Public buildings or uses, public parks, sports courts, and sports fields are exempt from this Subsection.
- B. Fences shall be constructed of any combination of treated wood posts, pickets, rot-resistant wood (such as cypress or redwood), or metal, except as restricted by Paragraphs 13.1.3.H and I.
- C. Posts or columns shall be constructed of wood, brick, natural stone, cultured stone, or other masonry materials.
- D. Fences shall be of a uniform architectural style and color palette compatible with the associated building.
- E. Fences shall be oriented such that the “finished” side of the fence faces outward toward adjoining lots, building sites, streets, or internal drives and the support framing faces the inside of the lot or building site.

F. Fences in front yards shall be a maximum of 75 percent opaque.

G. Fences serving nonresidential uses shall have masonry columns every 50 feet on-center or less.

H. Chain link fencing and chain link gates are not permitted, except in the LI and HI districts where the following shall apply:

1. The chain link shall be coated with dark green or black vinyl;
2. Plastic or metal slats in the chain link shall be prohibited; and
3. In the LI district, chain link fencing and chain link gates are not permitted in front yards.

I. Wire fences or above-ground electrified fences for the control of livestock shall be permitted only within the AG district.

13.1.4 Wall Materials

- A. Walls shall be constructed of any combination of brick, stone, or authentic stucco. Smooth-faced concrete block may be used only with a brick veneer, stone veneer, or authentic stucco finish. In rear yards, split-faced concrete block may be used; and
- B. Walls shall be of a uniform architectural style and color palette compatible with the associated building.

13.2 Retaining Walls

13.2.1 Exemptions

- A. Capital improvement projects for public streets are exempt from this Section.
- B. Retaining walls used for stormwater management features shall comply with Subsection 13.2.6, Materials, but are exempt from all other Subsections within this Section.

13.2.2 Location

- A. Retaining walls shall be set back from a lot line a minimum of five feet or the distance equal to the height of the wall, whichever is greater.
- B. Retaining walls shall not:
 - 1. Be constructed within a public right-of-way or in areas to be dedicated for public right-of-way;
 - 2. Conflict with sight distance visibility of intersections or points of ingress/egress;
 - 3. Block or divert a natural drainage flow onto or off of any other property;
 - 4. Encroach into a utility easement, unless the easement holder has provided written consent;
 - 5. Block access to mechanical or utility equipment; and
 - 6. Be located within six feet of a fire hydrant.

13.2.3 General

- A. Retaining wall height shall be measured from lowest finished grade to the top of the wall.
- B. Retaining walls may need a building permit, depending on the height.

13.2.4 Retaining Walls for Residential Lots

Retaining walls for residential lots shall comply with the following:

Residential Lots	
Front Yard Retaining Wall Height	Maximum 2 feet
Side and Rear Yard Retaining Wall Height	Maximum 6 feet
Number of Retaining Walls	Maximum 3 per lot
Distance Between Retaining Walls	Minimum horizontal separation of three linear feet between the opposing wall faces to allow for the planting of vegetation

13.2.5 Retaining Walls for Multifamily, Nonresidential, and Mixed-Use Lots

Retaining walls for multifamily, nonresidential, and mixed-use lots or building sites shall comply with the following:

- A. Retaining walls shall not exceed a height of ten feet;
- B. Changes in grade may be permitted to reach a maximum of 16 feet if two or more retaining walls are used, provided each wall is no greater than eight feet tall and there is a minimum horizontal separation of six linear feet between the opposing wall faces to allow for the planting of vegetation; and
- C. Retaining walls shall have a single row of evergreen shrubs, planted every five feet on center, at the base of a retaining wall to soften its appearance. Shrubs shall be a minimum of 30 inches in height at the time of planting. Evergreen trees or groundcover may be permitted as an

alternative to shrubs, subject to approval of the Department of Planning and Sustainability.

13.2.6 Materials

Retaining walls shall be clad in brick, natural stone, or cultured stone. Where not visible from a public street, private street, internal drive, or open space, stained or stamped concrete and split-face block are also permitted.

13.3 Screening

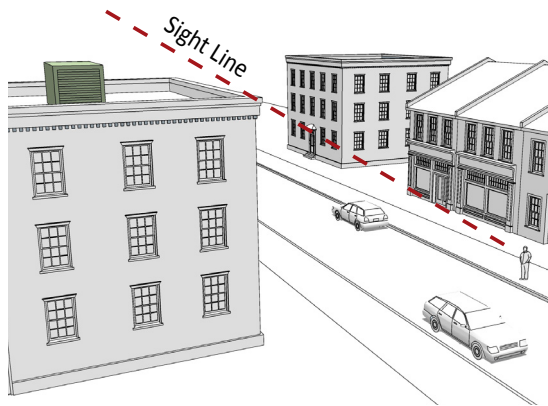
13.3.1 Conflicting Provisions

Where there is a conflict between this Section and Section 13.1, Fences and Walls, this Section shall control.

13.3.2 Rooftop Mechanical Equipment

- A. Rooftop mechanical equipment shall not be visible from any adjacent street or internal drive and shall be fully screened by either a parapet or a dark-toned screening element. A color other than dark-toned may be approved by the DRT if it is deemed a contextual color.
- B. As an alternative to Paragraph 13.3.2.A above, a sightline analysis verifying that equipment cannot be seen from any street and/or internal drive may be provided.

Figure 13.3.2.A Rooftop mechanical equipment visibility



13.3.3 Ground- or Wall-Mounted Mechanical and Utility Equipment

- A. Mechanical equipment, such as air conditioning or similar HVAC equipment, transformers, backflow preventers, telephone risers or equipment cabinets, generators, or similar devices shall be sited away from the frontage, where possible, and fully screened from public view.

- B. Screening shall be as tall as the highest point of the equipment being screened.
- C. Screening shall consist of an opaque fence or wall compatible with the principal building in terms of material and color. As an alternative, landscaping may be used if a solid evergreen screen at least as tall as the equipment being screened is provided at the time of planting.
- D. Building design or other structural features, such as knee walls, alcoves, or wing walls may be used to fully or partially enclose site items required to be screened. In cases where only partial enclosure is achieved, the enclosure shall include an opaque gate or door designed to be compatible with the building colors and materials.
- E. Wall-mounted utility equipment, including water meters, gas meters, electrical meters, panels, or similar devices shall be sited away from any frontage and be required to be painted to match adjacent building wall surfaces.

13.3.4 Refuse Areas

- A. Refuse areas, such as dumpsters, trash compaction, garbage or recycling collection, and other similar service areas shall be located away from frontages and to the side or rear of the building.
- B. Walls shall be provided to fully screen refuse areas from public view, and be no less than six feet in height. The walls shall be opaque and constructed of brick or stone materials that complement the main colors and materials of the associated building they serve.
- C. Gates shall be opaque and designed to complement the wall materials. To allow dumpster gates to remain closed as often as possible, either a pedestrian door, wall offset for pedestrian access, or self-closing

gates shall be provided.

- D. Building design or other structural features, such as knee walls, alcoves, or wing walls may also be used to fully or partially enclose site items required to be screened. In cases where only partial enclosure is achieved, the enclosure shall include an opaque gate or door designed to be compatible with the building colors and materials.

13.3.5 Service Areas

- A. Service areas, such as maintenance areas, equipment areas, loading docks, loading berths, or similar spaces shall be screened from public view and adjacent properties with an opaque fence or wall at least six feet in height. As an alternative, landscaping may be used if a four-foot tall solid evergreen screen is provided at the time of planting.
- B. Opaque gates shall be provided in cases where the items required to be screened are visible from streets or adjacent property due to drive aisles or parking areas.
- C. Building design or other structural features, such as knee walls, alcoves, or wing walls may also be used to fully or partially enclose site items required to be screened. In cases where only partial enclosure is achieved, the enclosure shall include an opaque gate or door designed to be compatible with the building colors and materials.
- D. Loading docks, berths, or similar spaces in the LI or HI district that do not front collector or arterial streets shall be exempt from this Subsection.

13.3.6 Outdoor Storage Areas

- A. Where permitted by Chapter 5, Use Regulations, outdoor storage areas that contain materials, stock, tanks, equipment,

or vehicles are not permitted in front yards, required setbacks, fire lanes, drive aisles, parking areas, or areas intended for pedestrian circulation.

- B. Outdoor storage shall be screened from public view and adjacent properties with an opaque fence or wall with a height of at least six feet. Landscaping may be used if a six-foot tall solid evergreen screen is provided at the time of planting.
- C. Opaque gates shall be provided in cases where the items required to be screened are visible from streets or adjacent property due to drive aisles or parking areas.
- D. Building design or other structural features, such as knee walls, alcoves, or wing walls may also be used to fully or partially enclose site items required to be screened. In cases where only partial enclosure is achieved, the enclosure shall include an opaque gate or door designed to be compatible with the building colors and materials.
- E. Where outdoor storage tanks are permitted, screening shall comply with the Fire Code and shall comply with the intent of the screening requirements of this Subsection.

13.3.7 Outdoor Playground Areas

- A. Outdoor playground areas related to civic, institutional, or daycare uses shall be placed to the side or rear of the building and bordered by a fence or wall at least three feet tall.
- B. The perimeter of the fence shall be planted with a row of evergreen and deciduous shrubs with a minimum planting height of 30 inches and planted three feet on-center.

13.3.8 Alternative Screening Methods

Alternative screening methods or materials that are not listed may be used if the DRT or Department of Building and Neighborhood Services, as applicable, determines that they achieve the intent of the screening methods described in this Section.

13.4 Maintenance Requirements

Fences, walls, and retaining walls shall be maintained in good repair and in a safe and attractive condition, such as replacement of missing, decayed, or broken structural and decorative elements. The property owner shall maintain the fence, wall, or retaining wall at all times, so as not to constitute a hazard to public safety or a visual or aesthetic nuisance to surrounding property or public right-of-way. If a fence, wall, or retaining wall is not maintained in reasonable order and condition, then the Department of Building and Neighborhood Services may serve written notice of the deficiencies upon the property owner. If the deficiencies cited by the Department of Building and Neighborhood Services have not been corrected within 30 days after written notice, then the Department shall correct the deficiencies. The cost of the correction shall be assessed jointly and severally against the properties within the development that have a right of enjoyment of the fence, wall, or retaining wall. The entire cost of correcting the deficiency shall be a lien upon each of the properties from the date that the lien is filed in the Register's Office of Williamson County.

CHAPTER 14

LIGHTING

14.1 General Provisions	215
14.2 Illumination	215
14.3 Specific Lighting Standards	216

14.1 General Provisions

14.1.1 Exemptions

Lighting and fixtures shall be exempt from this Chapter when approved as part of a certificate of appropriateness or identified as historic by the Department of Planning and Sustainability.

14.1.2 Photometric Plan

A photometric plan shall be submitted as part of a site plan application and shall include the following information:

- A. Lighting layout and foot-candle measurements across the site;
- B. A description of proposed light fixtures and how they meet the standards in this Chapter.
- C. A revised photometric plan shall be required for any change to an existing or approved light fixture other than routine maintenance. Revised photometric plans shall be subject to review and approval by the Department of Building and Neighborhood Services.

14.2 Illumination

14.2.1 Site Lighting Illumination Values

- A. Site lighting shall be designed and located so that illumination complies with the following table:

Light Level	Foot-Candles
Minimum Light Level in Parking Areas	0.2
Maximum Light Level	10
Maximum Illumination along Property Line	2

- B. Foot-candle measurements shall take into account changes in finished grade, walls, buildings, and other existing or proposed site conditions.
- C. Lighting shall have the intensities and uniformity ratio consistent with the *Lighting Handbook of the Illuminations Engineering Society of North America* (IESNA).
- D. Public buildings or uses, public parks, school sports fields or sports courts, gas stations, automated teller machines/kiosks are exempt from the maximum light level.
- E. Single-family residential is exempt from the minimum light level in parking areas.

14.2.2 Illumination Direction

- A. Exterior lighting shall:
 1. Be arranged to minimize glare and reflection upon adjacent properties;
 2. Be aimed or directed to preclude light projection beyond immediate objects intended to be illuminated;
 3. Not distribute light onto surrounding property beyond an angle of 35 degrees from a vertical plane; and
 4. Use low-wattage architectural lighting

- for upwardly-directed lighting intended to illuminate structures or landscape elements.
5. Be positioned, aimed, or configured so the light source is not visible from a residential lot.
- B. Ornamental style light fixtures that rely on prismatic glass, acrylic, or polycarbonate outer globes as their only lamp shielding method are prohibited.

14.2.3 Consistency and Hue

- A. No exterior lighting shall have any blinking, flashing or fluttering lights or other illuminating device that has a changing light intensity, brightness, or color.
- B. Light fixtures shall not be permitted to mix different types of light color or hues within a site.

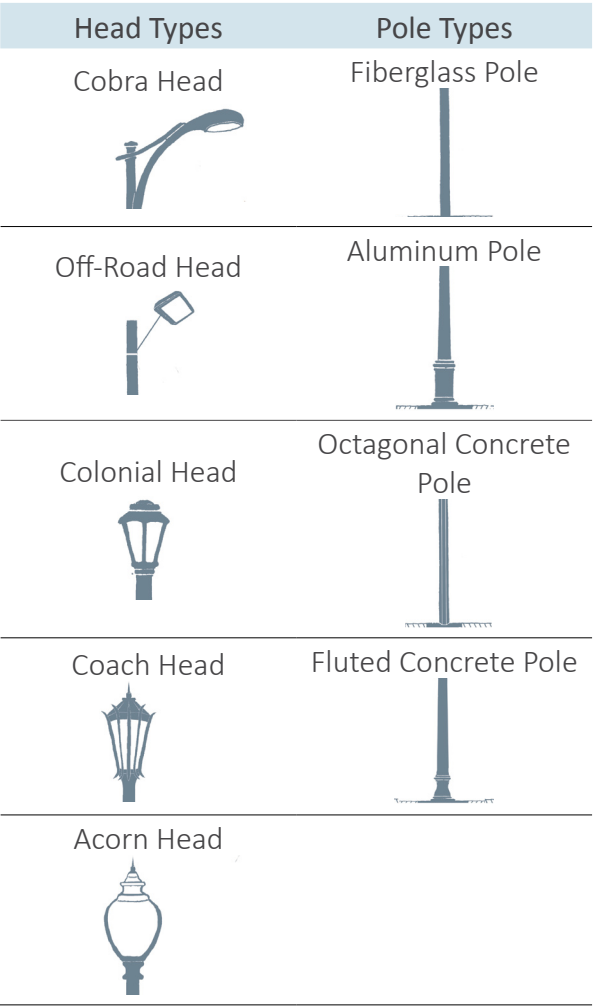
14.3 Specific Lighting Standards

14.3.1 Parking Area Light Fixtures

- A. Light fixtures intended to light parking areas in residential and mixed-use development shall:
1. Not exceed a pedestrian-scale height of 18 feet, measured from finished grade to highest part of fixture or pole assembly;
2. Be ornamental fixtures. Shoe-box, off-road head, and cobra-head style fixtures are prohibited; and
3. Reduce glare and light spillage, including use of internal lamp shielding, such as metal louvers or glass reflectors.
- B. Light fixtures intended to light parking areas in nonresidential development:
1. Shall not exceed 30 feet, measured from finished grade to highest part of fixture or pole assembly. Within 50 feet of a residential lot, light fixtures

- shall not exceed a height of 20 feet. If, due to topographical or other issues, the illumination is intrusive within 50 feet of a residential lot, additional shielding of the light fixtures shall be required; and
2. May be located within landscaped areas or landscape islands, but in no case shall poles be located in a manner that conflicts with canopy trees or other required landscape.

Figure 14.3.1.A This image demonstrates the different forms of lighting fixtures.



14.3.2 Building-Mounted Lights

Building-mounted lights shall be ornamental sconces, cutoff fixtures, or other fixtures that are screened by the building's architectural features.

14.3.3 Floodlights and Spotlights

- A. Floodlights and spotlights shall be selected, located, aimed, and shielded so that direct illumination is focused exclusively on a portion of the building facade or other intended site feature.
- B. Pole-mounted floodlights and spotlights are prohibited.

14.3.4 Outdoor Sports Field, Sport Court, and Performance Area Lights

Lighting fixtures for outdoor sports fields, courts, and performance areas shall:

- A. Be equipped with a glare control package, such as louvers, shields, or similar devices;
- B. Be aimed so that their beams are directed and fall within the primary playing or performance area; and
- C. Be limited in hours of operation so that lighting does not continue more than one hour after the end of the game or event.

14.3.5 Canopy and Awning Lights

- A. Internally illuminated awnings and canopies are prohibited.
- B. Backlighting and downlighting for awnings are prohibited.
- C. Backlighting for canopies is prohibited.
- D. Canopies are permitted to have downlights on the ceiling of the canopy when the lenses of the light sources are flush with the canopy ceiling or recessed.

14.3.6 String Lights

- A. String lights in nonresidential, mixed-use, and multifamily development shall be permitted in the following locations:
 - 1. Open space lots;
 - 2. Neighborhood amenities;
 - 3. Private streets, internal drives, and activated private alleys, provided that adequate clearance is maintained for emergency vehicles, subject to approval by the Fire Department;
 - 4. Outdoor dining areas; and
 - 5. Under porch ceilings or canopies attached to a building.
- B. String lights in nonresidential, mixed-use, and multifamily development shall not be permitted to:
 - 1. Outline buildings, except as a part of temporary holiday lighting;
 - 2. Be located in the public right-of-way; and
 - 3. Be part of or attached to a sign.
- C. String lights are not regulated on residential lots.

14.3.7 Street Lights

Street lighting shall be designed in accordance with the Transportation and Street Technical Standards. Street lights and standards shall be of a type approved by MTEM. Street lights in residential and mixed-use development shall:

- A. Not exceed a pedestrian-scale height of 18 feet, measured from finished grade to highest part of fixture or pole assembly;
- B. Be an ornamental fixture. Shoe-box and cobra-head style fixtures are prohibited.

CHAPTER 15

SIGNS

15.1 General Provisions	219
15.2 Overview of Sign Types Permitted by Location	222
15.3 Awning Sign	224
15.4 Band Sign	225
15.5 Canopy Sign	226
15.6 Convenience Sign	227
15.7 Development Entrance Sign	228
15.8 Directory Sign	229
15.9 Flag	230
15.10 Hanging Sign	231
15.11 Monument Sign	232
15.12 Sandwich Board Sign	233
15.13 Sports Field/Sports Court Sign	234
15.14 Vertical Blade Sign	235
15.15 Wall Sign	236
15.16 Window Sign	237
15.17 Temporary Construction Site Sign	238
15.18 Temporary Sign	238

15.1 General Provisions

15.1.1 Conflicting Provisions

- A. In the HPO, in cases where there is a conflict between the standards in the Historic District Design Guidelines and this Chapter, then the standards in the Historic District Design Guidelines shall take precedence.
- B. In cases where there is a conflict within this Chapter, the standards for the specific sign type shall control.

15.1.2 Placement

- A. Signs shall be placed according to the applicable sign type requirements.
- B. Signs shall not be placed within the public right-of-way, except:
 - 1. Those placed by or on behalf of a governmental entity;
 - 2. Sandwich board signs in the HPO as permitted by the Municipal Code; and
 - 3. Those sign types that project from a building over a sidewalk.
- C. All other signs placed in the right-of-way shall be forfeited to the public and shall be immediately confiscated by the Department of Building and Neighborhood Services.
- D. Signs shall not interfere or block the sight of directional, instructional, or warning signs placed by or on behalf of a governmental entity.
- E. Signs, along with their supports, braces, guys, or anchors shall be placed or constructed so as not to obstruct or interfere with any door, window, fire escape or other means of egress, light, or ventilation. Signs shall be located so that they do not obscure the view of pedestrian or vehicular traffic that would endanger safe movement. Signs shall not be placed to obscure prominent architectural features on a building.

15.1.3 Proportion and Shape

Signs shall not be irregularly shaped.

15.1.4 Materials

- A. Building materials for sign backgrounds, frames, supports, and ornamentation shall:
 - 1. Be durable and low-maintenance;
 - 2. Be of the same or higher quality materials as the principal building; and
 - 3. Have compatible design for all parts of the sign.
- B. The following materials are prohibited for sign backgrounds, frames, supports, and ornamentation:
 - 1. Exposed metal poles; and
 - 2. Smooth- or split-faced concrete blocks, whether painted or unpainted.

15.1.5 External Illumination

- A. External illumination of signs shall:
 - 1. Be achieved by a white, steady, stationary light of reasonable intensity;
 - 2. Be aimed and shielded so that direct illumination is focused exclusively on the sign face; and
 - 3. Be shielded from adjacent buildings, streets, and internal drives and shall not be so bright as to cause glare on or other nuisances to adjacent properties.
- B. The sign or device shall not produce glare or illumination that would create a nuisance or a safety hazard to adjacent property owners or to the traveling public.
- C. Any electrical lights or fixtures shall be installed in accordance with Article 600 of the National Electrical Code.

15.1.6 Internal Illumination

- A. Internal illumination of signs shall be limited to the letters, numbers, logos, and accent lines. The main copy area or face of internally illuminated signs shall be opaque

to prohibit light penetration. The lighting source shall not flash, move, change color, be overly bright, or create a nuisance.

- B. In the CAO1, internally illuminated signs attached to buildings shall only be allowed on the facade facing Columbia Avenue.
- C. In the CAO2 and DD districts, internally illuminated signs are prohibited.
- D. The sign or device shall not produce glare or illumination that would create a nuisance or a safety hazard to adjacent property owners or to the traveling public.
- E. Exposed neon and LED that is visible are prohibited and shall not be incorporated into the design of a principal building or accessory structure. Window signs may have neon as per Section 15.16, Window Sign.
- F. Any electrical lights or fixtures shall be installed in accordance with Article 600 of the National Electrical Code.

15.1.7 Maintenance

- A. Signs and the premises surrounding them shall be maintained in a clean, sanitary, and inoffensive condition, free and clear of obnoxious substances, rubbish, and weeds.
- B. Signs, together with their supports, braces, guys, and anchors, shall be maintained in good and safe condition, including the periodic application of paint or other weatherproofing materials to prevent rust or other decay. Signs shall not be allowed to deteriorate to a broken, torn, peeling, flaking, or otherwise decayed condition.
- C. Temporary signs and flags shall not be allowed to deteriorate to a tattered, torn, or faded condition. Any banner shall be hung flat and secured at all corners and sides.

15.1.8 Removal of Landscape Materials

Trees, shrubs, or other vegetation shall not be trimmed, damaged, destroyed, or removed to increase or enhance the visibility of signs in the following circumstances:

- A. Within public right-of-way, unless the work is done pursuant to the express written authorization of the City or State, whichever is appropriate;
- B. On property that is not under the ownership or control of the person conducting or responsible for the work, unless the work is done pursuant to the express authorization of the person owning the property on which the trees or shrubs are located; or
- C. In any area where trees or shrubs are required to remain pursuant to this Ordinance.

15.1.9 Prohibited Signs

The following signs are prohibited:

- A. Bench signs;
- B. Freestanding canopy signs, except as permitted in Paragraph 5.1.4.K, Gas Stations;
- C. Home occupation signs;
- D. Government imitation signs;
- E. Inflatable or similar balloon-type devices larger than 18 inches in diameter that require tethering;
- F. Moving signs;
- G. Noisy mechanical devices;
- H. Signs on parked vehicles;
- I. Roof signs, including signs painted on roofs or that extend above the highest point of a roof;
- J. Searchlights;
- K. Signs on natural features such as trees, other living vegetation, and rocks;
- L. Trailer signs;
- M. Signs projected onto surfaces using light;

- N. LED electronic message center signs;
- O. LED display screens;
- P. Strings lights attached to or part of a sign; and
- Q. Any other sign not expressly permitted by this Ordinance, the Municipal Code, or the Historic District Design Guidelines, as applicable.

15.1.10 Sign Area Computation

- A. The sign area shall be the computed area of the background upon which lettering, insignia, or other devices are placed.
- B. Where the sign area is on the face of a building, the area of the sign shall be determined by the smallest geometric shape that encloses all borders, graphics, and letters as a complete sign.
- C. The supporting structures shall not be included in the area computation unless utilized as part of the total display area.

Figure 15.1.10 Sign area is determined by drawing a box (indicated by the dashed line) around all letters, graphics, and markings associated with the sign.



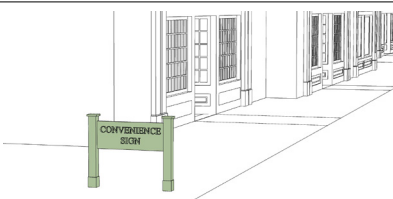
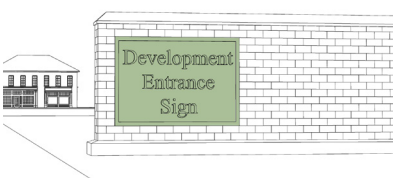
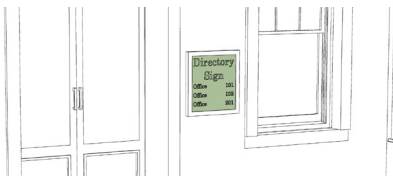
15.1.11 Nonconforming Signs

The following shall apply to legally permitted signs or sign structures that met all applicable regulations in effect at the time of installation, but were made nonconforming prior to or as of the effective date of this Ordinance:

- A. Minor repairs and maintenance may be performed on a nonconforming sign or sign structure, such as printing, painting, re-facing, or refinishing the surface so as to maintain the condition of the sign;
- B. Nonconforming billboards may be continued and permitted to expand in accordance with the provisions of T.C.A. § 13-7-208; and
- C. Signs shall be brought into compliance with this Ordinance when:
 - 1. A sign is structurally altered;
 - 2. A sign is changed so as to increase the extent of the nonconformity, except as permitted in Paragraph 15.1.11.B;
 - 3. The use of a business or property changes;
 - 4. The sign is abandoned for a period of 90 days following the discontinuation of the business; or
 - 5. The sign is destroyed or damaged to the extent that repairing the sign would cost 50 percent or more of the current cost to replace the sign, including labor and materials.

15.2 Overview of Sign Types Permitted by Location

The following sign types are permitted in the following districts. Each sign shall comply with all standards and tables in the corresponding sign type.

Sign Type Description	Illustration	Permitted Zoning Districts
Awning Sign: A sign that is part of or attached to the front face of an awning attached to a building		OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Band Sign: A sign that is flat against the facade and placed directly above a ground floor main entrance of a storefront and runs horizontally		OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Canopy Sign: A sign that is attached to the front face of a canopy attached to a building		PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Convenience Sign: A small, ground-mounted sign for pedestrian and vehicular circulation within a site		PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Development Entrance Sign: A ground-mounted sign located at the entrance to a development, typically associated with subdivisions		All districts, except OR
Directory Sign: A small sign that is flat against the building facade and mounted or applied directly to the building		OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Flag: Bunting or fabric that is hoisted on a permanent flagpole or otherwise displayed from a building		All districts

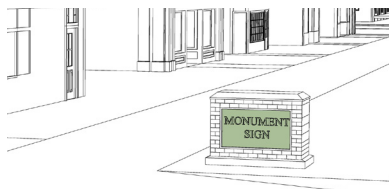
Overview of Sign Types Permitted by Location

Hanging Sign: A sign hanging from beams, brackets, or poles projecting from a building



OR PD CI NC CC
DD 1ST 5TH RC6
RC12 GO LI HI

Monument Sign: A ground-mounted sign that is placed upon or supported by the ground and independent of any other structure



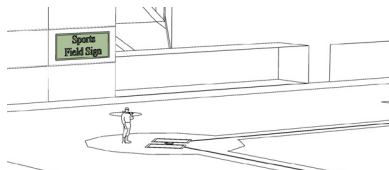
PD CI NC CC 5TH
RC6 RC12 GO LI
HI

Sandwich Board Sign: A pair of advertisement boards connected at the top by straps or hinge designed to be placed on the sidewalk in front of the storefront



PD NC CC DD 1ST
5TH RC6 RC12

Sports Field/Sports Court Sign: A sign that is attached to a sports field or sports court fence



All districts

Vertical Blade Sign: A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and located at a street intersection



PD NC CC DD
1ST 5TH RC6
RC12 GO

Wall Sign: A sign that is flat against the building facade and mounted or applied directly to the building



OR PD CI NC CC
DD 1ST 5TH RC6
RC12 GO LI HI

Window Sign: A sign placed within, affixed to, in contact with, or located within 12 inches of a window and intended to be seen from the exterior



OR PD CI NC CC
DD 1ST 5TH RC6
RC12 GO LI HI

Temporary Construction Site Sign: A sign on an active construction site intended for temporary use during the construction period. Permitted in all districts

Temporary Sign: A sign intended for temporary use other than temporary construction site signs and campaign signs. Permitted in all districts

15.3 Awning Sign



Description		Standards (Continued)	
A sign that is part of or attached to the valance or face of an awning attached to a building		Materials	Opaque canvas, cotton duck, or similar natural materials with lettering painted, screen printed, or applied
Standards		Lighting	External illumination only
Permitted Districts	OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI		
Quantity	Maximum of one per main entrance per storefront on the ground floor		
Sign Area	Either a maximum of 60 percent of the awning valance or 25 percent of the awning face, in addition to the allowable wall signage		
Placement	Either on the awning valance or on the awning face		
Height	Maximum height of 16 feet		

15.4 Band Sign



Description

A sign that is flat against the facade and placed directly above a ground floor main entrance of a storefront and runs horizontally

Standards

Permitted Districts	OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Quantity	Maximum of one per main entrance per storefront on the ground floor, if no wall sign is present on the building
Sign Area	Maximum of 1.5 square feet per linear foot of storefront facade

Standards (Continued)

Placement	Applied to the ground floor facade and not project above the roof line Vertically aligned with the center of an architectural element such as a storefront window or entrance, or centered over the overall space occupied by the business
Projection	Maximum of one foot from the building facade
Materials	Brick, stone, wood, metal, or a composite material that has the same properties
Lighting	External or internal illumination

15.5 Canopy Sign



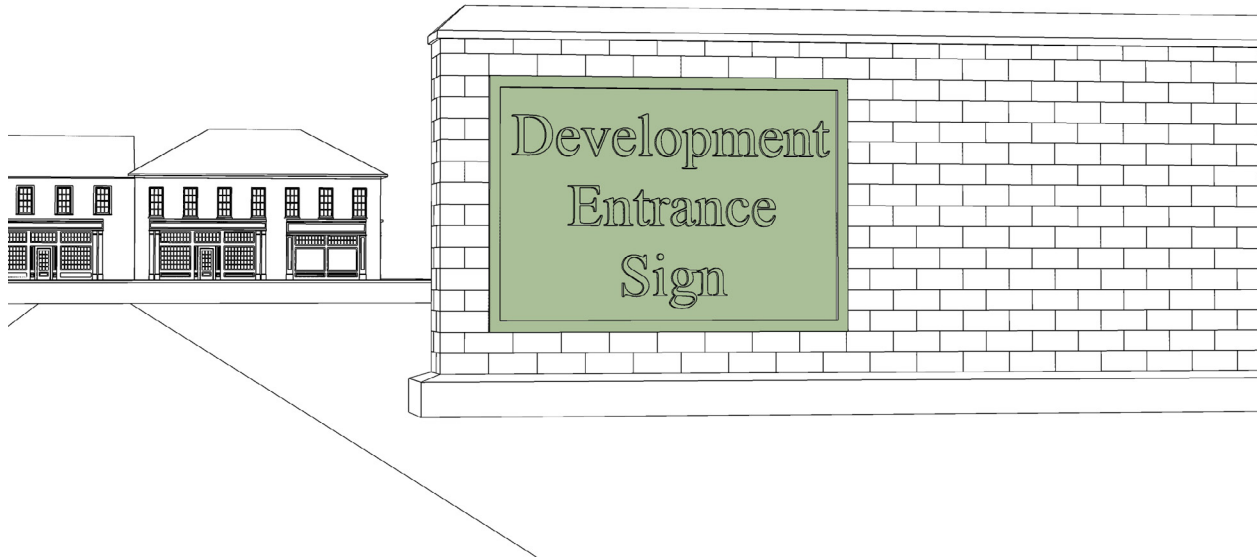
Description		Standards (Continued)	
A sign that is attached to the front face of a canopy attached to a building		Placement	Shall not project above or below the canopy or be located above the building roofline
		Projection	Maximum of one foot from the canopy face
		Materials	Metal
		Lighting	External illumination only
Standards			
Permitted Districts	PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI		
Quantity	Maximum of one sign per canopy per building facade and may be used only if no wall, band, or awning sign exists on the building facade		
Sign Area	Maximum of 90 percent of the canopy face or 120 square feet, whichever is smaller		

15.6 Convenience Sign



Description		Standards (Continued)	
A small, ground-mounted sign for pedestrian and vehicular circulation within a site		Sign Area	May have up to two sides, with a maximum of 4.5 square feet per side
Standards		Placement	Minimum setback at the property line
Permitted Districts	PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI	Projection	Maximum mounting height of six feet
Quantity	Maximum of one per entrance and one per exit	Materials	Brick, stone, wood, metal, or a composite material that has the same properties
	Limited additional signs may be approved when they are not visible from the right-of-way for developments with multiple buildings or tenants and at least one internal drive Sandwich board signs may also be counted as convenience signs	Lighting	External illumination only

15.7 Development Entrance Sign



Description

A ground-mounted sign located at the entrance to a development, typically associated with subdivisions

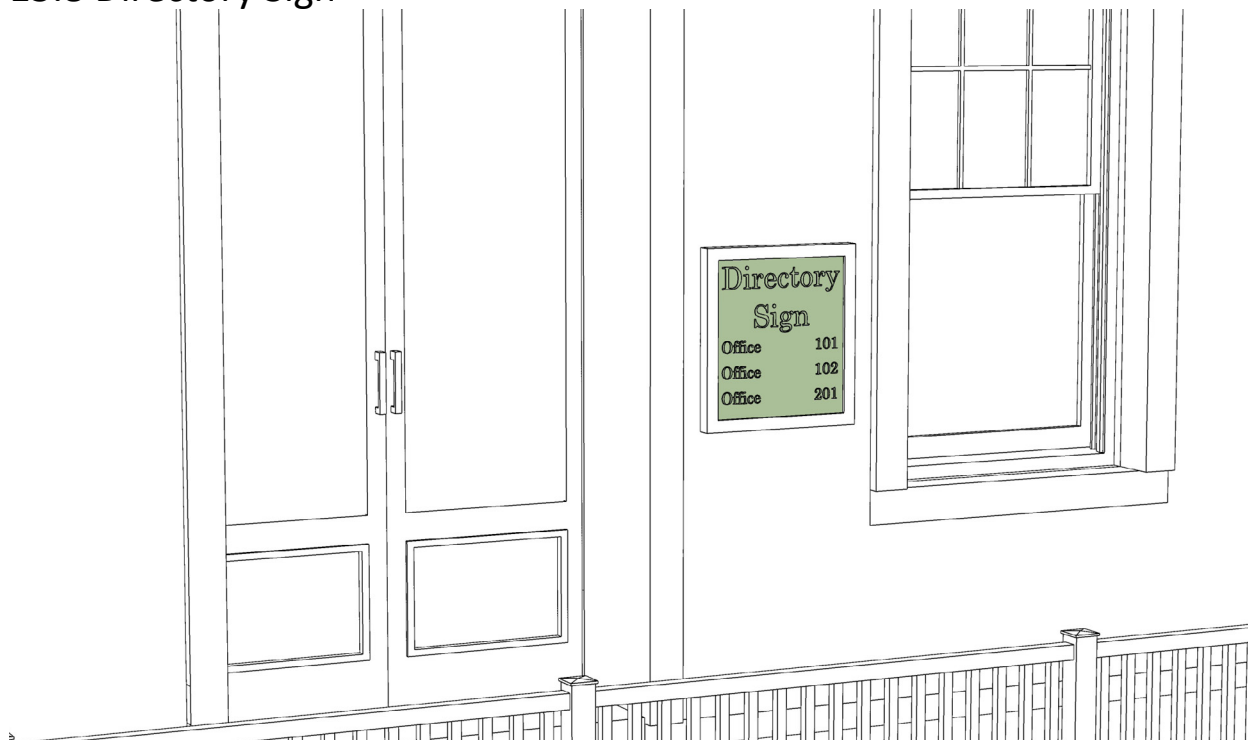
Standards

Permitted Districts	All districts, except OR
Quantity	Maximum of two per entrance to the development
Sign Area	May have up to two sides, with a maximum of 32 square feet per side
Placement	Minimum setback at the property line at the entrance to the development May be constructed within entrance walls

Standards (Continued)

Projection	Maximum of six feet at the top of the sign area, measured from the centerline of the adjacent right-of-way
Materials	Brick, stone, wood, and metal and may include signs constructed within entrance walls
Lighting	External illumination only
Additional Standards	The base shall not exceed 25 percent of the sign area, but in no case shall this percentage change the maximum permitted sign area

15.8 Directory Sign



Description

A small sign that is flat against the building facade and mounted or applied directly to the building

Standards (Continued)

Materials	Brick, stone, wood, metal, or a composite material that has the same properties
Lighting	External illumination only

Standards

Permitted Districts	OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Sign Area	Maximum of 4.5 square feet per building facade, in addition to the other permitted signage on the building
Projection	Maximum of one foot from the building facade
Height	Maximum of six feet at the top of the sign area

15.9 Flag



Description		Standards (Continued)	
Bunting or fabric that is hoisted on a permanent flagpole or otherwise displayed from a building		Pole Height	Maximum of 40 feet or 20 feet for rooftop poles
		Materials	Bunting or fabric
		Lighting	External illumination only

Standards	
Permitted Districts	All districts
Quantity	Maximum of three per lot
Sign Area	Maximum width of the flag shall not exceed one-fourth the height of the pole (e.g. 40-foot pole = maximum width of 10 feet)
Placement	Minimum setback at the property line

15.10 Hanging Sign



Description

A sign hanging from beams, brackets, or poles projecting from a building

Standards

Permitted Districts	OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI
Quantity	Maximum of one per building main entrance, in addition to other building signage
Sign Area	May have up to two sides, with a maximum of three square feet per side
Projection	Maximum of four feet from the building facade

Standards (Continued)

Height	Maximum height shall be the roofline or window sill of the second story, whichever is less
Materials	Wood, metal, or a composite material that has the same properties
Lighting	External illumination only

15.11 Monument Sign



Description

A ground-mounted sign that is placed upon or supported by the ground and independent of any other structure

Standards

Permitted Districts	PD CI NC CC 5TH RC6 RC12 GO LI HI
Quantity	Maximum of one per lot per street frontage
Sign Area	May have up to two sides, with a maximum of 32 square feet per side
Placement	Minimum setback at the property line
Height	Maximum of six feet at the top of the sign area, measured from the height of the centerline of the adjacent right-of-way

Standards (Continued)

Materials	Brick, stone, stained split-face block, metal, or a composite material that has the same properties The sign area shall be surrounded by a brick, natural stone, cultured stone, or concrete frame
Lighting	External or internal illumination The maximum overall area of the sign structure shall be 100 square feet
Additional Standards	The overall height of the sign structure shall not exceed eight feet, measured from the centerline of the adjacent right-of-way

15.12 Sandwich Board Sign



Description

A pair of advertisement boards connected at the top by straps or hinge designed to be placed on the sidewalk in front of the storefront

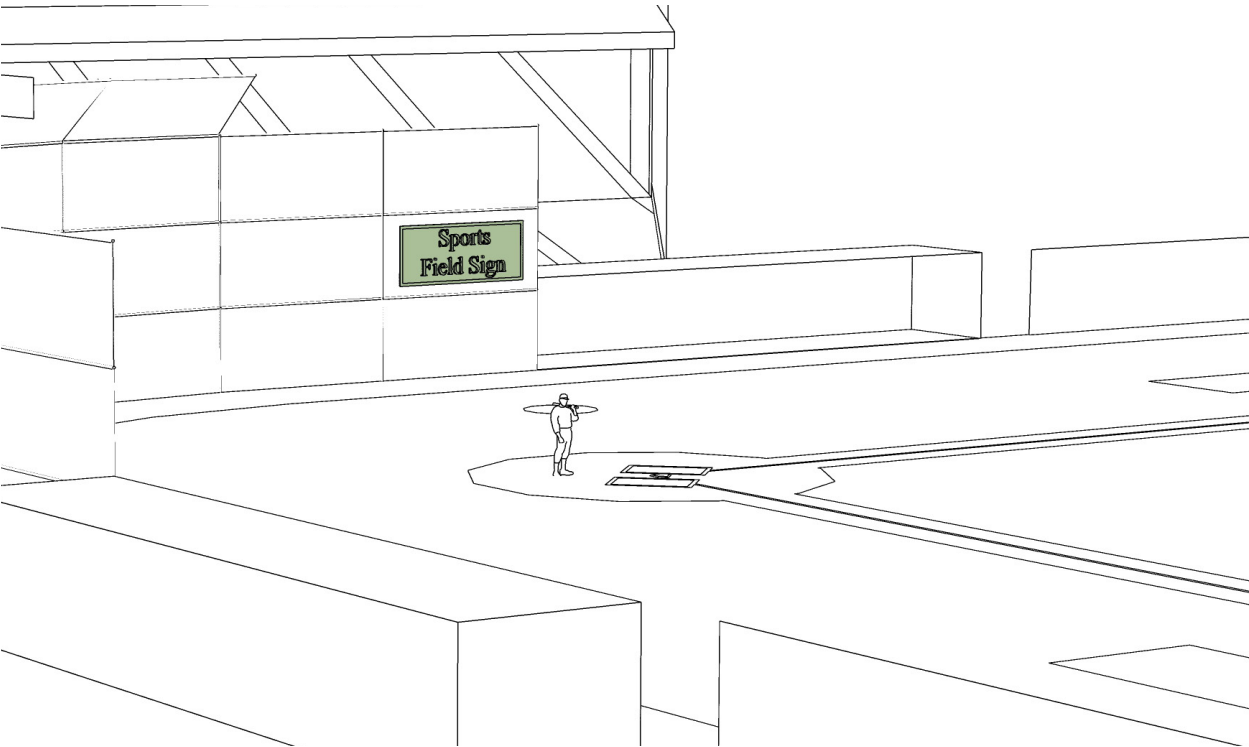
Standards

Permitted Districts	PD 5TH NC RC6 CC RC12 DD 1ST
Quantity	Maximum of one per ground floor storefront
Sign Area	May have up to two sides, with a maximum of 6 square feet per side
Placement	On the sidewalk in front of the storefront and shall maintain 5 feet of sidewalk clearance for pedestrian circulation

Standards (Continued)

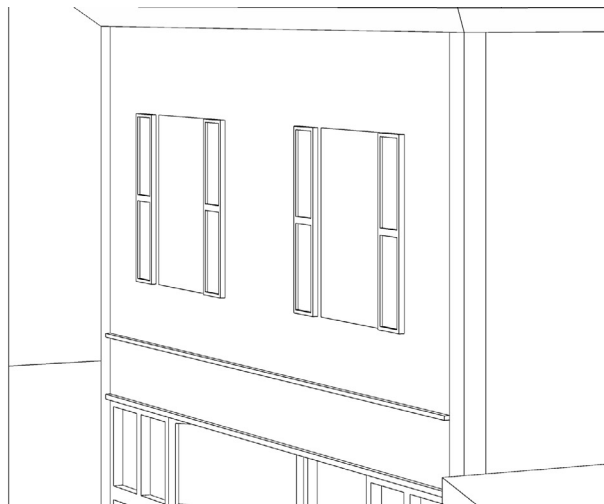
Placement (Continued)	Placement in the public right-of-way is permitted only in the HPO, subject to the Municipal Code Sandwich board signs are also permitted in convenience sign locations
Height	Maximum of four feet at the top of the sign area
Materials	Wood, metal, or a composite material that has the same properties. Plastic, plywood, and unfinished wood are prohibited
Lighting	No external or internal illumination

15.13 Sports Field/Sports Court Sign



Description		Standards (Continued)	
A sign that is attached to a sports field or sports court fence		Color	The backs of all signs shall be the same color
		Lighting	External illumination only
Standards		Additional Standards	Scoreboards are exempt from this Chapter, but shall have evergreen screening at the base of the support structure when visible from an arterial or collector street
Permitted Districts	All districts		
Quantity	N/A		
Placement	Shall face into the sports field or sports court		
Height	No higher than the top of the fence to which it is attached		
Materials	Wood, metal, or a composite material that has the same properties		

15.14 Vertical Blade Sign



Description

A vertically-oriented sign that projects from a commercial/mixed-use building that is two or more stories and located at a street intersection

Standards

Permitted Districts	PD NC CC DD 1ST 5TH RC6 RC12 GO
Quantity	Maximum of one per building and may be used only if no other hanging signs exist
Sign Area	Maximum of 30 square feet or one square foot per linear foot of building facade, whichever is less
Placement	Shall not project below the window header of the first floor Shall not project above the cornice of a two-story building or above the window sills of the third story of a building with more than two stories

Standards (Continued)

Projection	Projects from the building facade at a 90-degree angle or at a 45-degree angle when placed at a corner of a building Maximum of 3.5 feet from the building facade, inclusive of bracket depth Brackets connecting the sign to the building facade shall be a minimum depth of one foot and maximum of 1.5 feet
Materials	Metal with a minimum thickness of one-half inch and maximum thickness of one foot
Lighting	External or internal illumination

15.15 Wall Sign



Description		Standards (Continued)	
A sign that is flat against the building facade and mounted or applied directly to the building		Placement	Maximum height shall be the main roofline of the uppermost full story; maximum height of 16 feet when located within 200 feet of a residential lot
Standards		Projection	Maximum of one foot from the building facade
Permitted Districts	OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI	Materials	Brick, stone, wood, metal, or a composite material that has the same properties
Quantity	Maximum of one per building facade only if no band sign exists on the building	Lighting	External or internal illumination
Sign Area	Maximum of one square foot per linear foot of building facade		

15.16 Window Sign



Description

A sign placed within, affixed to, in contact with, or located within 12 inches of a window and visible from the exterior

Standards

Permitted Districts OR PD CI NC CC DD 1ST 5TH RC6 RC12 GO LI HI

Sign Area Maximum of 15 percent of an individual window area, but shall not exceed 5 window signs

In cases where windows are grouped, the sign area shall not exceed 15 percent of the window grouping area

Placement Fully within the interior of the building and attached directly to or mounted within 12 inches of the inside of the business

Standards (Continued)

Materials

Metal, wood, or easily removable paint, paper, cloth, or other like material, or neon tubing as permitted below

Lighting

Retail businesses may have one interior neon sign, by permit only, and shall comply with all other standards in this Section. The computation for the sign area shall include the outermost limits of any neon tubing

All other illumination is prohibited

15.17 Temporary Construction Site Sign

Description	
A sign on an active construction site intended for temporary use during the construction period	
Standards	
Permitted Districts	All districts
Quantity	Maximum of five signs per construction site. As an alternative, construction fencing with an opaque screening material may have additional signs printed onto the screening material
Sign Area	May have up to two sides, with a maximum of 32 square feet per side
Placement	Minimum setback at the property line
Materials	Fabric, canvas, or other comparable material that has the same properties
Height	Maximum of six feet
Lighting	Illumination is prohibited
Duration	Signs associated with nonresidential and mixed-use development shall be removed upon issuance of a certificate of occupancy Signs associated with residential development shall be removed after 80 percent build-out, or three years, whichever occurs first

15.18 Temporary Sign

Description	
A sign intended for temporary use other than temporary construction site signs and campaign signs. Campaign signs are regulated by T.C.A. § 2-7-143	
Standards	
Permitted Districts	All districts
Quantity	Maximum of two signs per lot
Sign Area	May have up to two sides, with a maximum of 32 square feet per side. On residential lots, the size is further limited to a maximum of six square feet per side
Placement	Minimum setback at the property line
Materials	Fabric, canvas, or a other material that has the same properties
Height	Freestanding temporary signs shall be a maximum of six feet Temporary signs on a building shall not exceed the top of the building
Lighting	Illumination is prohibited
Duration	Not to exceed three months out of every 12-month period

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CHAPTER 16

UTILITIES

16.1 General Provisions

241

16.1 General Provisions

16.1.1 Applicability

This Chapter shall apply to the installation of utilities within a development site and off-site construction required as a result of, or to provide service to, a development.

16.1.2 Utility Placement

- A. The placement of utilities shall be determined pursuant to the General Requirements and Technical Specifications Water Management Department.
- B. Utilities shall be placed to allow for future infill of new buildings on development sites that have infill potential, as determined by the DRT.
- C. Water, sewer, and reclaimed water mains shall be extended to property lines designated by the Water Management Department as deemed necessary for future system expansion.

16.1.3 Underground Requirements

To provide safe, reliable delivery of utility services and avoid the visual clutter of overhead utility lines, the following shall apply:

- A. All new telephone, gas, sewer, water, fiber optic, and cable lines shall be placed underground; and
- B. All new electrical distribution lines that serve development shall be placed underground, with the following exceptions:
 - 1. The Department of Building and Neighborhood Services may grant an exception when the replacement, relocation, or upgrade of an existing overhead service with underground service would result in the introduction of additional poles, guywires, and ancillary equipment into an existing built environment; and

- 2. The FMPC may recommend and the BOMA may grant an exception for placing distribution lines underground within an existing public right-of-way when the BOMA determines there are special circumstances that warrant overhead distribution lines. As an alternative, the BOMA may consider the execution of a development agreement that allows for the recapture of up-front costs of placing utilities underground.

- C. TVA transmission lines and MTEMC feeder lines for system needs and not needed for a specific development may be situated on poles aboveground.
- D. Pad-mounted transformers, switch cabinets, sector boxes, communication support boxes, terminal boxes, meter cabinets, and concealed ducts may be situated aboveground if they are used solely to provide service within the development and are used solely with underground distribution lines.

CHAPTER 17

NATURAL RESOURCES

17.1 Steep Slopes	243
17.2 Tree Protection	244
17.3 Riparian Setbacks	250
17.4 Erosion and Sedimentation Control	250
17.5 Stormwater Management Features	250
17.6 Floodplain Protection	251

17.1 Steep Slopes

17.1.1 Applicability

- A. This Section shall apply to development or redevelopment when any portion of a lot contains naturally occurring slopes of 14 percent or greater.
- B. Lots shall not be graded to avoid the applicability or the requirements of this Section.

17.1.2 Prohibited Development

Other than public infrastructure and passive parks, development shall be prohibited on naturally occurring slopes having at least 20 feet of rise over 100 feet of run. Such slopes shall:

- A. Be placed in an open space lot and noted on the final plat as non-buildable; or
- B. Be placed in a conservation easement within a larger buildable lot. Individual single-family residential lots with a conservation easement shall be identified on the site plan as a critical lots, subject to Subsection 20.15.2, Critical Lots.

17.1.3 Grading Standards

- A. The maximum permitted grades for streets, internal drives, and driveway approaches shall comply with the Transportation and Street Technical Standards.
- B. The maximum permitted grades for driveways for single-family residential development shall be 14 percent. Driveways with lengths of longer than 100 feet may require a reduced slope, subject to approval by the Fire Department. The maximum permitted grades for all other development shall be ten percent.
- C. All driveways shall have landings at the top and bottom to prevent vehicles from scraping pavement.

- D. The maximum permitted grade for cut and fill areas shall be three units horizontal to one unit vertical.
- E. Retaining wall height shall comply with Section 13.2, Retaining Walls, and shall not be modified.

17.1.4 Development Standards Within 500 Feet of an HHO Boundary

Within 500 feet of an HHO boundary, the following shall apply:

- A. Lots that contain naturally occurring slopes of 14 percent or greater shall meet the lot standards in the following table rather than the lot standards of the applicable zoning district:

Lot Standards	Minimum
Lot Size	2 acres
Lot Width	150 feet
Lot Frontage	150 feet

- B. Development or redevelopment shall comply with Subsection 17.1.2, Prohibited Development, and 17.1.3, Grading Standards.
- C. Structures shall be sited to minimize grading and tree removal.

17.2 Tree Protection

17.2.1 Exemptions

The following tree removal activities are exempt from this Section:

- A. The tree proposed for removal is located:
 - 1. On a single-family residential lot of one acre or less that is not noted as a critical lot; or
 - 2. On a lot in the DD district;
- B. Removal of trees that are determined to be unhealthy by the Department of Planning and Sustainability or with written verification of the tree's condition as dead, dying, or structurally unsound as prepared by a certified arborist;
- C. Removal of trees that are determined by the Department of Planning and Sustainability to be nuisance trees or a threat to an existing structure, underground utility, or public safety;
- D. The tree encroaches into established utility easements;
- E. Damage will result to utilities or structures from tree roots;
- F. Removal of trees listed in the current edition of Invasive Exotic Pest Plants, published by the Tennessee Exotic Pest Plant Council;
- G. Removal of trees on City-owned land or within public right-of-way by the City or its authorized agent;
- H. Removal of a tree is a necessary to access the site and no alternative exists for relocating such access, as determined by the Department of Building and Neighborhood Services;
- I. The Department of Building and Neighborhood Services makes an exception in extraordinary circumstances, such as weather-related emergencies, natural

disasters, or similar occurrences. The Department of Building and Neighborhood Services may impose conditions as it determines are necessary to ensure compliance with this Section.

17.2.2 Tree Removal

Existing trees on a lot or development site shall not be removed or disturbed unless:

- A. Trees are removed in accordance with an approved development plan, site plan, preliminary plat, building permit, or grading permit that meets Subsections 17.2.4, Protection of Tree Canopy, and 17.2.5, Protection of Specimen Trees; or
- B. Trees are removed in accordance with an approved tree removal permit that meets Subsection 17.2.9, Tree Removal Permits.

17.2.3 Tree Preservation Plan

As part of the application required for a development plan, site plan, or preliminary plat, the applicant shall submit a tree preservation plan with the following information:

- A. The lot lines associated with the proposed development;
- B. A recent aerial photograph with date photograph was taken;
- C. The location and extent of the existing on-site tree canopy, including an estimate of the total percentage of the parcels covered by the existing on-site tree canopy;
- D. The exact location, health, and size of all specimen trees; however, in the instances of large established tree stands, the Department of Planning and Sustainability may accept an approximation of the location, health, and size of specimen trees if the trees are not being counted towards landscape requirements, or if the trees are located within a designated tree save area; and

E. The minimum tree canopy retention requirement.

17.2.4 Protection of Tree Canopy

A. Exemptions

Tree removal activities associated with agricultural uses are exempt from this Subsection.

B. Minimum Tree Canopy Retention

A percentage of the existing tree canopy shall be retained on a development site in accordance with the table below:

Existing Tree Canopy Cover (as a percentage of the total development site size)	Minimum Tree Canopy Retention by Zoning District (as a percentage of the total tree canopy cover) ^{1, 2}			
	AG R1 R3 R6 PD ³ 1ST	ER R2 R4 MR OR	CI NC CC GO PD ⁴	RC6 RC12 LI HI
80%- 100%	30%		15%	10%
60%-79%	36%		18%	11%
40%- 59%	45%		22%	12%
20%- 39%	48%		24%	13%
19% or less	54%		26%	14%

Notes:

1. Additional tree canopy retention may be required by the Stormwater Management Ordinance.
2. The 5TH and DD districts do not have minimum tree canopy retention requirements.
3. Development with only residential uses in the PD district shall comply with these standards.
4. Development with nonresidential and mixed-uses in the PD district shall comply with these standards.

C. Designation of Tree Save Areas

1. The minimum tree canopy to be retained within the development site shall be placed in tree save areas, which shall include the areas occupied by the critical root zones of all healthy trees being retained in accordance with this Subsection.
2. The location of tree save areas shall be based on the presence of any one or more of the following:
 - a. Woodland forest;
 - b. Established tree stands;
 - c. Tree rows; or
 - d. Specimen trees.
3. Tree save areas shall be depicted as an open space lot or conservation easement on the development plan, site plan, or preliminary plat, and recorded on the final plat.
4. Individual single-family residential lots with tree save areas in conservation easements shall be identified on the site plan as critical lots, pursuant to Subsection 20.15.2, Critical Lots, and shall be platted on the final plat with denotation on an individual lot.

D. Tree Save Area Priorities

Consideration shall be given to the following when determining tree save locations:

1. Woodland forests greater than five acres;
2. Riparian buffers or natural drainage courses;
3. Land within the HHO or naturally occurring slopes of 20 percent or greater;
4. Habitat used by endangered or threatened species;
5. Scenic corridors and viewsheds;

6. Areas that could serve to extend existing greenways, trails, parks, or recreation areas; and
7. Areas needed for buffers or historic resource edge treatments.

E. Removal of Trees in Tree Save Areas

The removal, damage, or destruction of trees within a tree save area shall be a violation of this Ordinance and require mitigation in accordance with the following standards:

1. Any tree that is damaged or removed from the tree save area shall be replaced at a rate of two caliper inches per one caliper inch removed, with each replacement tree having a minimum diameter of two caliper inches. If the total caliper inches removed cannot be determined, the area subject to tree removal shall be replanted at the rate of 80 trees per acre for each acre disturbed, or portion thereof. Replacement trees shall not be used to meet any other landscape requirements.
2. Replacement trees for trees removed from the tree save area shall be planted in the tree save area or, in cases where adequate room is not available, planted elsewhere on the lot or development site. In cases when adequate room on the lot or development site is not available as determined by the DRT, mitigation may take the form of payment to the City tree bank, pursuant to Subsection 17.2.8, Tree Bank.
3. Following notice of violation related to this Section by the Department of Building and Neighborhood Services, no review body shall review or approve any applications for the site from the

date of the violation until:

- a. A replacement plan has been approved by the Department of Planning and Sustainability and a guarantee for the associated replacement has been established in accordance with Chapter 21, Performance Agreements; or
- b. Payment has been made to the City's tree bank in-lieu of providing some or all of the required replacement trees.

17.2.5 Protection of Specimen Trees

A. General Protections

1. Specimen trees shall not be cut, removed, pushed over, killed, or otherwise harmed, except as exempted by Subsection 17.2.1 and allowed by Paragraph 17.2.5.C, Removal and Replacement of Specimen Trees.
2. The area within the critical root zone, known as the tree protection zone, of any specimen tree shall not be subject to any disturbance unless the disturbance is based on an ISA certified arborist report stating that the proposed construction shall cause no harm to the tree and is approved by the Department of Planning and Sustainability.

B. Designation of Critical Lots

Individual single-family residential lots with specimen trees shall be identified on the site plan as critical lots, pursuant to Subsection 20.15.2, Critical Lots. Critical lots shall be denoted on the final plat on each individual lot with a specimen tree, which shall be preserved and cannot be removed.

C. Removal and Replacement of Specimen Trees

The removal, damage, or destruction of specimen trees shall be a violation of this Ordinance and require mitigation in accordance with the following standards:

1. Two caliper inches of replacement trees shall be provided for each caliper inch of specimen tree removed. Each replacement tree shall be a minimum of two caliper inches, and shall either be replanted within 12 months of the removal of the specimen tree, or within a timeframe approved by the Department of Planning and Sustainability Department. Performance agreements for the associated replacement, if warranted in the opinion of the Department of Planning and Sustainability, shall be established in accordance with Chapter 21, Performance Agreements. Replacement trees shall not be used to meet any other landscape requirements.
2. Replacement trees shall be either planted on the lot or site where the specimen tree was removed; however, in cases where space on the lot or site is insufficient, DRT may determine if mitigation may take the form of payment to the City's tree bank, pursuant to Section 17.2.8, Tree Bank.

17.2.6 Tree Protection During Construction

A. Tree Protection Fencing

1. All specimen trees in a tree protection zone and the perimeter of tree save areas shall be fenced in accordance with this Subsection before any land-disturbing activity begins. Fencing shall

extend at least one foot in distance from the edge of the tree for each inch of diameter at breast height (DBH), so that, at a minimum, each tree's critical root zone is protected, but no case shall the tree fence be less than ten feet from the trunk. The Department of Building and Neighborhood Services shall consider existing site conditions in determining the exact location of any tree protection fencing.

2. All fencing required by this Subsection shall be chain link fencing at least four feet in height and secured using appropriate posts spaced not more than ten feet apart. Such chain link fencing is not required to be vinyl coated.
3. Signs that are visible on all sides of the fenced-in area shall be installed on the tree protection fence at a rate of at least one sign for every 150 linear feet. The size of each sign must be a minimum of two feet by two feet and shall contain the following language in English and Spanish: "TREE PROTECTION ZONE: KEEP OUT. ZONA DE LA PROTECCION DEL ARBOL. NO SE PERMITE ENTRAR".
4. All tree protection measures shall be inspected by and approved by the Department of Building and Neighborhood Services prior to start of any land disturbing activities. Failure to install tree protection measures prior to the commencement of construction is a violation of this Ordinance.
5. The tree protection fencing shall be clearly shown on the site plan. No construction, grading, equipment or material storage, or any other activity shall be allowed within the fenced area except in accordance with the standards

in Paragraph 17.2.6.B, Encroachments into Root Zones. Fencing shall be maintained until the land disturbance activities are complete.

B. Encroachments into Critical Root Zones

1. Encroachments within the root zones of trees protected in accordance with this Subsection shall occur only in rare instances where no alternatives exist, such as may be required for the installation of streets, internal drives, sidewalks, or utilities.
2. If unauthorized encroachments occur, leading to trees being damaged during construction activities, the trees shall be replaced at a one caliper inch to one caliper inch ratio.

C. Owner's Responsibility

During development, the owner, or if the owner is different from the developer, the developer, shall be responsible for the erection of all barriers necessary to protect any existing or installed trees from damage both during and after construction in accordance with the standards of this Subsection.

17.2.7 Monitoring and Maintenance of Trees Post-Construction

Owners of land shall be responsible for the preservation and maintenance of all trees required to be saved and protected under this Section.

17.2.8 Tree Bank**A. Purpose**

The tree bank shall be a fund to receive:

1. Cash contributions for removal or damage to trees pursuant to Section 17.2, Tree Protection;
2. Charitable contributions given to the

City for planting trees; and

3. Civil penalties received for the illegal cutting or damage of trees.

B. Use of Funds

Tree bank funds shall be used solely for purchasing, installing, and replacing trees, or maintenance of trees during their first five years after planting, on public lands such as parks, public open spaces, at community and civic facilities, and within public right-of-way.

C. Procedure for Tree Bank Requests

1. An applicant shall submit a written request to use the tree bank for removal of trees.
2. The Department of Planning and Sustainability shall determine the eligibility and extent of contributions during the site plan review and shall forward the recommendation to the applicable review body.
3. If, after the site plan is approved, the applicant wishes to reevaluate a decision to contribute to the tree bank, a revised landscape plan and a proposal to change the amount of the cash contribution shall be submitted to the Department of Planning and Sustainability for approval.
4. The applicant shall provide the cash contribution payment in the form of a cashier's check payable to City of Franklin prior to recording of the final plat and/or issuance of a building permit.

17.2.9 Tree Removal Permits**A. Exemptions**

A tree removal permit is not required for trees removed in compliance with an approved building permit, grading

permit, site plan, preliminary plat, final plat, stormwater management permit, or as otherwise exempted by Section 17.2.1, Exemptions.

B. Tree Removal Permit Application

An application for a tree removal permit shall be made in accordance with application requirements established by the Department of Building and Neighborhood Services.

C. Staff Review

The Department of Planning and Sustainability and/or City arborist shall review the application for a tree removal permit and make a recommendation to the Department of Building and Neighborhood Services.

D. Department Building & Neighborhood Services Final Action

The Department of Building and Neighborhood Services shall review the application and approve, approve with conditions, or disapprove the tree removal permit.

E. Approval Criteria

The Department of Building and Neighborhood Services may approve a tree removal permit only when the tree proposed for removal is not:

1. Located in an open space lot or conservation easement;
2. Part of required landscape material or contributes to the screening function of a required landscape area;
3. The subject of a condition of approval requiring their retention; and
4. A specimen tree.

F. Issuance of a Building Permit or Grading Permit

No building permit or grading permit shall be issued unless the City department issuing the permit receives a written decision from the Department of Building and Neighborhood Services that the proposed development has received a tree removal permit or is exempt from the requirement to obtain a tree removal permit.

G. Tree Removal Violations

The removal, damage, or destruction of trees without obtaining a tree removal permit, as applicable, is in violation of this Subsection and shall require mitigation in accordance with the following:

1. Specimen trees removed shall be replaced at a two caliper inches for each caliper inch of specimen tree removed;
2. Replacement trees shall be replanted within 12 months of removal;
3. Any tree that is damaged or removed from a tree save area, conservation easement, or open space shall be replaced at a one caliper inch to one caliper inch ratio with replacement trees having a diameter of at least two inches in caliper;
4. Damage or destruction of trees due to excessive pruning or tree topping shall constitute a violation of this Ordinance and result in the prescribed replacement and/or mitigation of the damaged trees; and
5. A surety and maintenance agreement shall be established for replacement trees.

17.3 Riparian Setbacks

Development and land-disturbing activities shall comply with the Stormwater Management Ordinance.

17.4 Erosion and Sedimentation Control

Development and land-disturbing activities shall comply with the Stormwater Management Ordinance.

17.5 Stormwater Management Features

17.5.1 Design

- A. All stormwater management features, such as bioretention, detention ponds, and retention ponds, shall comply with the Stormwater Management Ordinance and Stormwater BMP Manual design specifications.
- B. Stormwater management features shall be designed to be an integral and aesthetic part of the site landscape.
- C. Stormwater management features shall be located and designed to avoid tree removal.
- D. Walls and retaining walls for stormwater management features shall comply with Subsection 13.2.6, Materials.

17.5.2 Retention Ponds

- A. Measures for aeration, such as fountain features, shall be used to reduce stagnation in retention (wet) ponds.
- B. Retention (wet) ponds shall be planted with moisture tolerant plant material, trees, and native grasses to enhance their presence within the built environment.

17.6 Floodplain Protection

17.6.1 Statutory Authorization, Findings of Fact, Purpose, and Objectives

A. Statutory Authorization

The Legislature of the State of Tennessee has in T.C.A. § 13-7-201 through § 13-7-210, delegated the responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the BOMA ordains as follows:

B. Findings of Fact

1. The City wishes to maintain eligibility in the National Flood Insurance Program (NFIP) and in order to do so must meet the NFIP regulations found in Title 44 of the Code of Federal Regulations (CFR), Chapter 1, Section 60.3.
2. Areas of the City are subject to periodic inundation, which could result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
3. Flood losses are caused by the cumulative effect of obstructions in floodplains, causing increases in flood heights and velocities; by uses in flood hazard areas which are vulnerable to floods; or construction which is inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

C. Statement of Purpose

The purpose of this Section is to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas. This Section is designed to:

1. Restrict or prohibit uses which are vulnerable to flooding or erosion hazards, or which result in damaging increases in erosion, flood heights, or velocities;
2. Require that uses vulnerable to floods, including community facilities, be protected against flood damage at the time of initial construction;
3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of floodwaters;
4. Control filling, grading, dredging and other development which may increase flood damage or erosion; and
5. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

D. Objectives

The objectives of this Section are:

1. To protect human life, health, safety and property;
2. To minimize expenditure of public funds for costly flood control projects;
3. To minimize the need for rescue and relief efforts associated with flooding, which are generally undertaken at the expense of the general public;
4. To minimize prolonged business interruptions;
5. To minimize damage to public facilities and utilities such as water and gas

mains, electric, telephone and sewer lines, streets and bridges located in flood prone areas;

6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas to minimize blight in flood areas;
7. To ensure that potential homebuyers are notified that property is in a flood prone area; and
8. To maintain eligibility for participation in the NFIP.

17.6.2 General Provisions

A. Basis for Establishing the Areas of Special Flood Hazard

1. The areas of special flood hazard in the City are identified by FEMA in its Flood Insurance Study (FIS) dated December 22, 2016, and on the Flood Insurance Rate Map (FIRM), Community 470206, as follows:
 - a. Panel Numbers: 47187C0190F, 47187C0195F, 47187C0204F, 47187C0205F, 47187C0208F, 47187C0209F, 47187C0212F, 47187C0220F, 47187C0230F, 47187C0335F, 47187C0355F, 47187C0360F, dated September 29, 2006; and
 - b. Panel Numbers: 47187C0180G, 47187C0182G, 47187C0183G, 47187C0184G, 47187C0192G, 47187C0203G, 47187C0211G, 47187C0213G, 47187C0214G, dated December 22, 2016.
2. The FIS and FIRMs, along with all supporting technical data, are hereby adopted by reference and declared to be a part of this Ordinance.

B. Requirement for Floodplain Development Permit

A floodplain development permit shall be required prior to the commencement of any development or redevelopment activities.

C. Compliance

No land, structure or use shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this Section and other applicable regulations.

D. Abrogation and Greater Restrictions

This Section is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Section conflicts or overlaps with another regulatory instrument, whichever imposes the more stringent restrictions shall prevail.

E. Interpretation

In the interpretation and application of this Section, all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body; and
3. Deemed neither to limit nor repeal any other powers granted under Tennessee statutes.

F. Warning and Disclaimer of Liability

The degree of flood protection required by this Section is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This Section does not imply that land outside the areas of special flood hazard or uses

permitted within such areas will be free from flooding or flood damages. This Section shall not create liability on the part of the City or by any officer or employee thereof for any flood damages that result from reliance on this Section or any administrative decision lawfully made hereunder.

G. Penalties for Violation

Penalties for violation of the provisions of this Section or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance shall constitute a misdemeanor punishable as other misdemeanors as provided by law. Any person who violated this Section or fails to comply with any of its requirements shall, upon adjudication therefore, be fined as prescribed by Tennessee statutes, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City from taking such other lawful actions to prevent or remedy any violation.

17.6.3 Administration

A. Designation of Floodplain Administrator

A floodplain administrator is hereby appointed to implement the provisions of this Section.

B. Permit Procedures

An application for a floodplain development permit shall be made to the floodplain administrator on forms available on the City website prior to any development activities. The floodplain development permit may include, but is not limited to the following: plans in duplicate drawn to

scale and showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. Specifically, the following information is required:

1. Application Stage

- a. An elevation certificate is required at the application stage in accordance with Clause 17.6.3.B.2.a, b, or c, as applicable.
- b. Elevation in relation to mean-sea-level of the proposed lowest floor, including basement, of all buildings where base flood elevations are available, or to certain height above the highest adjacent grade when applicable under this Section.
- c. Elevation in relation to mean-sea-level to which any nonresidential structure will be floodproofed where base flood elevations are available, or to certain height above the highest adjacent grade when applicable under this Section.
- d. An elevation certificate in accordance with Clause 17.6.3.B.2.c, d, or e, as applicable.
- e. A FEMA floodproofing certificate from a Tennessee registered professional engineer or architect that the proposed nonresidential floodproofed building will meet the floodproofing criteria in Subsection 17.6.4, Provisions for Flood Hazard Reduction.
- f. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

2. Construction Stage

- a. A second elevation certificate is required with the foundation inspection in accordance with Clause 17.6.3.B.2.c, d, or e, as applicable.
 - b. A third and final elevation certificate is required with the final inspection in accordance with Clause 17.6.3.B.2.c, d, or e, as applicable.
 - c. Within AE Zones, where base flood elevation data is available, any lowest floor certification made relative to mean-sea-level shall be prepared by or under the direct supervision of a Tennessee registered, certified floodplain land surveyor and certified by same. The floodplain administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a nonresidential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.
 - d. Within approximate A Zones, where base flood elevation data is not available, the elevation of the lowest floor shall be determined as the measurement of the lowest floor of the building relative to the highest adjacent grade. The floodplain administrator shall record the elevation of the lowest floor on the development permit. When floodproofing is utilized for a nonresidential building, said certification shall be prepared by, or under the direct supervision of, a Tennessee registered professional engineer or architect and certified by same.
 - e. For all new construction and substantial improvements, the permit holder shall provide to the floodplain administrator an as-built certification of the lowest floor elevation or floodproofing level upon the completion of the lowest floor or floodproofing.
 - f. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The floodplain administrator shall review the above-referenced certification data. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further work being allowed to proceed. Failure to submit the certification or failure to make said corrections required hereby, shall be cause to issue a stop-work order for the project.
- C. Duties and Responsibilities of the Floodplain Administrator**
- Duties of the floodplain administrator shall include, but not be limited to, the following:
- 1. Review all floodplain development permits to assure that the permit requirements of this Section have been satisfied, and that proposed building sites will be reasonably safe from flooding;
 - 2. Review proposed development or redevelopment to assure that all necessary permits have been received from those governmental agencies from which approval is required by

- Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334;
3. Notify adjacent communities and the Tennessee Department of Economic and Community Development, Local Planning Assistance Office, prior to any alteration or relocation of a watercourse and submit evidence of such notification to FEMA;
 4. For any altered or relocated watercourse, submit engineering data/analysis within six months to FEMA to ensure accuracy of community FIRMS through the Letter of Map Revision process;
 5. Assure that the flood-carrying capacity within an altered or relocated portion of any watercourse is maintained;
 6. Record the elevation, in relation to mean-sea-level or the highest adjacent grade, where applicable, of the lowest floor (including basement) of all new and substantially improved buildings, in accordance with this Section;
 7. Record the actual elevation, in relation to mean-sea-level or the highest adjacent grade, where applicable to which the new and substantially improved buildings have been floodproofed, in accordance with Paragraph 17.6.3.B, Permit Procedures;
 8. When floodproofing is utilized for a nonresidential structure, obtain certification of design criteria from a Tennessee registered professional engineer or architect, in accordance with Paragraph 17.6.3.B, Permit Procedures;
 9. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Ordinance;
 10. When base flood elevation data and floodway data have not been provided by FEMA, obtain, review, and reasonably utilize any base flood elevation and floodway data available from a Federal, State, or other sources, including data developed as a result of these regulations, as criteria for requiring that new construction, substantial improvements, or other development in Zone A, on the City FIRM meet the requirements of this Section; and
 11. Maintain all records pertaining to the provisions of this Section in the office of the floodplain administrator, which records shall be open for public inspection. Permits issued under the provisions of this Section shall be maintained in a separate file or marked for expedited retrieval within combined files.

17.6.4 Provisions For Flood Hazard Reduction

A. General Standards

In all areas of special flood hazard, the following provisions are required:

1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure;
2. Manufactured homes shall be

installed using methods and practices that minimize flood damage. They must be elevated and anchored to prevent flotation, collapse and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable State of Tennessee and local anchoring requirements for resisting wind forces;

3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;
4. New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;
5. All electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;
8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;
9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this

Section shall meet the requirements of “new construction” as contained in this Section;

10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions in this Section shall be undertaken only if said non-conformity is not further extended or replaced;
11. Copies of all new construction and substantial improvement proposals shall be provided for all necessary Federal and State permits, including Section 404 of the Federal Water Pollution Control Act amendments of 1972, 33 U.S.C. 1334;
12. All subdivision proposals and other new development proposals shall meet the standards of this Subsection;
13. When proposed new construction and substantial improvements are partially located in special flood hazard area, the entire structure shall meet the standards for new construction; and
14. When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall comply with the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

B. Specific Standards

In addition to the standards set forth in Subsection 17.6.4, Provisions for Flood Hazard Reduction, all areas of special flood hazard shall comply with the following:

1. Residential Structures
In AE Zones, where base flood elevation data is available, new

construction and substantial improvement of any residential building (or manufactured home) shall have the lowest floor, including basement, elevated to no lower than three feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of Clause 17.6.4.B.3, Enclosures, Within approximate A Zones where base flood elevations have not been established and where alternative data is not available, the floodplain administrator shall require the lowest floor of a building to be elevated to a level of at least three feet above the highest adjacent grade. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of Clause 17.6.4.B.3, Enclosures.

2. Nonresidential Structures

a. In AE Zones, where base flood elevation data is available, new construction and substantial improvement of any nonresidential building shall have the lowest floor, including basement, elevated or floodproofed to no lower than one foot above the level of the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization

of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of Clause 17.6.4.B.3, Enclosures.

- b. In approximate A Zones, where base flood elevations have not been established and where alternative data is not available, new construction and substantial improvement of any nonresidential building shall have the lowest floor, including basement, elevated or floodproofed to no lower than three feet above the highest adjacent grade. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate equalization of flood hydrostatic forces on both sides of exterior walls shall be provided in accordance with the standards of Clause 17.6.4.B.3, Enclosures.
- c. Nonresidential buildings located in all A Zones may be floodproofed, in lieu of being elevated, provided that all areas of the building below the required elevation are watertight, with walls substantially impermeable to the passage of water, and are built with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification

- to the floodplain administrator as set forth in Subsection 17.6.3, Administration.
3. Enclosures
 - a. All new construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor that are subject to flooding, shall be designed to preclude finished living space and designed to allow for the entry and exit of flood waters to automatically equalize hydrostatic flood forces on exterior walls.
 - b. Designs for complying with this requirement must either be certified by a Tennessee professional engineer or architect or meet or exceed the following minimum criteria:
 - i. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 - ii. The bottom of all openings shall be no higher than one foot above the finished grade; and
 - iii. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions.
 - c. The enclosed area shall be the minimum necessary to allow for parking of vehicles, storage or building access; and
 - d. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms
 - in such a way as to impede the movement of floodwaters and all such partitions shall comply with the provisions of Subsection 17.6.4, Provisions for Flood Hazard Reduction.
 4. Standards for Manufactured Homes and Recreational Vehicles
 - a. All manufactured homes placed or substantially improved must meet all the requirements of new construction when:
 - i. On individual lots or parcels;
 - ii. In expansions to existing manufactured home parks or subdivisions; or
 - iii. In new or substantially improved manufactured home parks or subdivisions.
 - b. All manufactured homes placed or substantially improved in an existing manufactured home park or subdivision must be elevated so that either:
 - i. In AE Zones, with base flood elevations, the lowest floor of the manufactured home is elevated on a permanent foundation to no lower than one foot above the level of the base flood elevation or
 - ii. In approximate A Zones, where base flood elevations have not been established, the manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least equivalent strength) that are at least three feet in height above the highest adjacent grade.
 - c. Any manufactured home, which

has incurred “substantial damage” as the result of a flood, must meet the standards of Subsection 17.6.4, Provisions for Flood Hazard Reduction.

- d. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - e. All recreational vehicles placed in an identified special flood hazard area must either:
 - i. Be on the site for fewer than 180 consecutive days; and
 - ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 - iii. The recreational vehicle must meet all the requirements for new construction.
5. Standards for Subdivisions and Other New Development Proposals
- a. Subdivisions and other new development proposals, including manufactured home parks, shall be reviewed to determine whether such proposals will be reasonably safe from flooding.
 - b. All subdivision and other new development proposals shall be consistent with the need to minimize flood damage.
 - c. All subdivision and other new development proposals shall have public utilities and facilities such

as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

- d. All subdivision and other new development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- e. In all approximate A Zones, all new subdivision and other development proposals (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever is the lesser, shall include within such proposals base flood elevation data in accordance with this Section.

C. Standards for Special Flood Hazard Areas with Established Base Flood Elevations and with Floodways Designated

Located within the special flood hazard areas established in Subsection 17.6.2, General Provisions, are areas designated as floodways. A floodway may be an extremely hazardous area due to the velocity of floodwaters, debris, or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights and velocities. Therefore, the following provisions shall apply:

- 1. Encroachments are prohibited, including earthen fill material, new construction, substantial improvements or other development within the regulatory floodway. Development may be permitted; however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with

standard engineering practices that the cumulative effect of the proposed encroachments or new development shall not result in any increase in the water surface elevation of the base flood elevation, velocities, or floodway widths during the occurrence of a base flood discharge at any point within the community. A Tennessee registered professional engineer must provide supporting technical data, using the same methodologies as in the effective Flood Insurance Study for the City and certification, thereof; and

2. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Subsection 17.6.4, Provisions for Flood Hazard Reduction.

D. Standards for Areas of Special Flood Hazard Zones AE with Established Base Flood Elevations but Without Floodways Designated

Located within the special flood hazard areas established in Subsection 17.6.2, General Provisions, where streams exist with base flood data provided but where no floodways have been designated (Zones AE), the following provisions shall apply:

1. No encroachments, including fill material, new construction and substantial improvements shall be located within areas of special flood hazard, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not

increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles; and

2. New construction and substantial improvements of buildings, where permitted, shall comply with all applicable flood hazard reduction provisions of Subsection 17.6.4, Provisions for Flood Hazard Reduction.

E. Standards for Streams Without Established Base Flood Elevations and Floodways (A Zones)

Located within the special flood hazard areas established in Subsection 17.6.2, General Provisions, where streams exist, but no base flood data has been provided and where a floodway has not been delineated, the following provisions shall apply:

1. The floodplain administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from any Federal, State, or other sources, including data developed as a result of these regulations (see 2, below), as criteria for requiring that new construction, substantial improvements, or other development in approximate A Zones meet the requirements of Subsection 17.6.4, Provisions for Flood Hazard Reduction;
2. All new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or five acres, whichever

- is the lesser, shall include within such proposals base flood elevation data;
3. Within approximate A Zones, where base flood elevations have not been established and where such data is not available from other sources, require the lowest floor of a building to be elevated or floodproofed to a level of at least three feet above the highest adjacent grade. All applicable data including elevations or floodproofing certifications shall be recorded as set forth in Paragraph 17.6.3.B, Permit Procedures. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with the standards of Subsection 17.6.4, Provisions for Flood Hazard Reduction;
 4. Within approximate A Zones, where base flood elevations have not been established and where such data is not available from other sources, no encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or 20 feet, whichever is greater, measured from the top of the stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the City. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principles; and
 5. New construction and substantial improvements of buildings, where

permitted, shall comply with all applicable flood hazard reduction provisions of Subsection 17.6.4, Provisions for Flood Hazard Reduction. Within approximate A Zones, those subsections of Subsection 17.6.4, dealing with the alteration or relocation of a watercourse, shall assure watercourse carrying capacities are maintained and manufactured home provisions are complied with as required.

F. Standards for Areas of Shallow Flooding (AO and AH Zones)

Located within the special flood hazard areas established in Subsection 17.6.2, General Provisions, are areas designated as shallow flooding areas. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate; therefore, the following provisions, in addition to those set forth in Subsection 17.6.4, shall apply:

1. All new construction and substantial improvements of residential and nonresidential structures shall have the lowest floor, including basement, elevated to at least one foot above as many feet as the depth number specified on the FIRM, in feet, above the highest adjacent grade. If no flood depth number is specified on the FIRM, the lowest floor, including basement, shall be elevated to at least three feet above the highest adjacent grade. Openings sufficient to facilitate automatic equalization of hydrostatic flood forces on exterior walls shall be provided in accordance with standards

of Subsection 17.6.4, Provisions for Flood Hazard Reduction;

2. All new construction and substantial improvements of nonresidential buildings may be floodproofed in lieu of elevation. The structure together with attendant utility and sanitary facilities must be floodproofed and designed watertight to be completely floodproofed to at least one foot above the flood depth number specified on the FIRM, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. If no depth number is specified on the FIRM, the structure shall be floodproofed to at least three feet above the highest adjacent grade. A Tennessee registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of this Section and shall provide such certification to the floodplain administrator as set forth above and as required in accordance with Paragraph 17.6.3.B, Permit Procedures; and
3. Adequate drainage paths shall be provided around slopes to guide floodwaters around and away from proposed structures.

G. Standards for Areas Protected by Flood Protection System (A-99 Zones)

Located within the areas of special flood hazard established in Subsection 17.6.2, General Provisions, are areas of the 100-year floodplain protected by a flood

protection system but where base flood elevations have not been determined. Within these areas (A-99 Zones) all provisions of Subsections 17.6.3 and 17.6.4, shall apply.

H. Standards for Unmapped Streams

Located within the City are unmapped streams where areas of special flood hazard are neither indicated nor identified. Adjacent to such streams, the following provisions shall apply:

1. No encroachments including fill material or other development including structures shall be located within an area of at least equal to twice the width of the stream, measured from the top of each stream bank, unless certification by a Tennessee registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the locality.
2. When a new flood hazard risk zone, and base flood elevation and floodway data is available, new construction and substantial improvements shall meet the standards established in accordance with Subsections 17.6.3, Administration, and 17.6.4, Provisions for Flood Hazard Reduction.

17.6.5 Appeals to the Board of Zoning Appeals

A. Variance Procedures

In the case of a request for a variance to a provision within this Section, the following shall apply:

1. The Board of Zoning Appeals (BZA) shall hear and decide appeals and requests for variances from the requirements of Section 17.6, Floodplain Protection, as specified in this Subsection;
 2. Variances for may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary deviation from the requirements of this Section to preserve the historic character and design of the structure;
 3. In passing upon variance applications, the BZA shall consider all technical evaluations, all relevant factors, this Section, and:
 - a. The danger that materials may be swept onto other property to the injury of others;
 - b. The danger to life and property due to flooding or erosion;
 - c. The susceptibility of the proposed facility and its contents to flood damage;
 - d. The importance of the services provided by the proposed facility to the community;
 - e. The necessity of the facility to a waterfront location, in the case of a functionally dependent use;
 - f. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
 - g. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 - h. The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - i. The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site; and
 - j. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, water systems, and streets and bridges.
 4. Upon consideration of the factors listed above, and the purposes of this Section, the BZA may attach such conditions to the granting of variances, as it deems necessary to effectuate the purposes of this Section.
 5. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- B. Conditions for Variances**
1. Variances shall be issued only upon a determination that the variance is the minimum relief necessary, considering the flood hazard and the factors listed in Paragraph 17.6.5.A.
 2. Variances shall only be issued upon:
 - a. A showing of good and sufficient cause;
 - b. A determination that failure to grant the variance would result in exceptional hardship; or
 - c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense,

- create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or Ordinances.
3. Any applicant to whom a variance is granted shall be given written notice that the issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance (as high as \$25 for \$100) coverage, and that such construction below the base flood elevation increases risks to life and property.
 4. The floodplain administrator shall maintain the records of all appeal actions and report any variances to FEMA upon request.

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CHAPTER 18

HISTORIC RESOURCES

18.1 General Provisions	267
18.2 Overview of Types of Historic Resource Edge Treatments	268
18.3 Naturalistic Screening	269
18.4 Farm-Field Boundary	270
18.5 Estate Enclosure	272
18.6 Integrated Edge	273

18.1 General Provisions

18.1.1 Applicability

This Chapter shall apply to development or redevelopment on, adjacent to, or across the street from lands or sites:

- A. Listed on the National Register of Historic Places; or
- B. Eligible for designation on the National Register of Historic Places, as determined by the Tennessee Historical Commission.

18.1.2 Review for Compliance

Review of the proposed development or redevelopment to ensure compliance with this Chapter shall occur with the review of development plans, site plans, preliminary plats, final plats that create new lots, or building permits, as applicable.

18.1.3 Determination of Historic Resource Edge Treatment

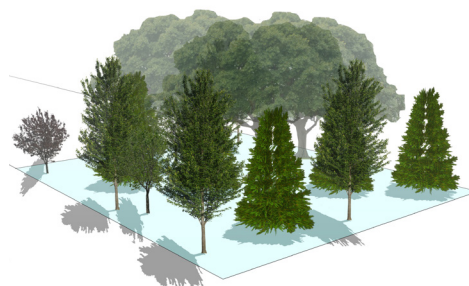
- A. In order to protect freestanding historic lands and structures from negative visual impacts associated with new development occurring in their proximity, new development and redevelopment shall be subject to one of four types of historic resource edge treatments in this Chapter.
- B. The edge treatments provide a context-based treatment to either screen the new development from the historic resource or integrate it into the new development.
- C. The applicable historic resource edge treatment shall be determined by the Department of Planning and Sustainability based on:
 - 1. The context, setting, and location of the historic resource;
 - 2. The descriptions of the edge treatments as described in this Chapter;
 - 3. Which edge treatment will most enhance and protect the prominence of the historic resource; and
 - 4. Envision Franklin.
- D. If the applicant disagrees with the determination, the applicant may appeal the decision to the FMPC following a recommendation by the HZC.

18.2 Overview of Types of Historic Resource Edge Treatments

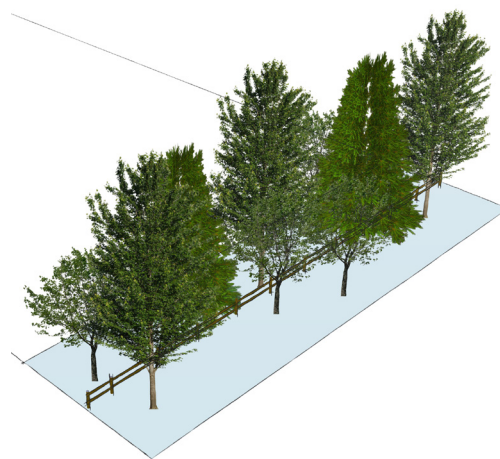
Historic Resource Edge Treatment

Illustration

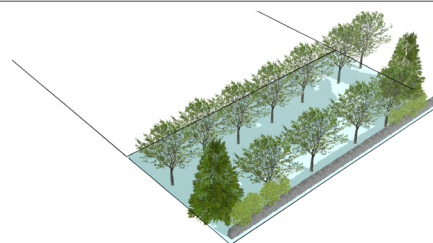
Naturalistic Screening: Naturalistic screening creates a year-round visual obstruction and significant spatial separation between the historic resource setting and the new development or redevelopment. The historic resource, its setting, and surrounding site features are preserved. The naturalistic screening edge treatment provides an opaque screen of evergreen trees mixed with existing vegetation along the common boundaries of the historic resource site and the site of the new development or redevelopment.



Farm-Field Boundary: The farm-field boundary replicates the tree-lined property boundaries historically prevalent throughout the County, which generally evolved as leftover vegetation that grew along the borders of agricultural fields. This is accomplished by providing a historically based fence or wall and deciduous and cedar trees planted linearly along common boundary between the historic resource and the development or redevelopment. The historic resource, its setting, and surrounding site features are preserved. The farm-field boundary provides modest separation between the development or redevelopment and the historic resource. Because buildings within the development or redevelopment remain in view of the historic resource, they are designed to be similar in scale and architectural character with the historic building.



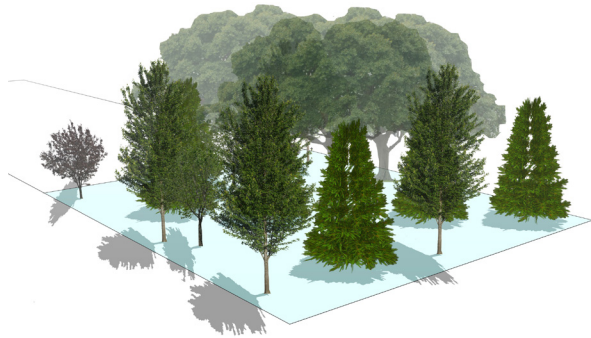
Estate Enclosure: This treatment preserves the historic resource, surrounding site features, and the setting while providing an estate enclosure at the edge. The estate enclosure provides moderate spatial separation between the development or redevelopment and the historic resource, and consists of formal plantings.



Integrated Edge: The integrated edge incorporates the historic resource into the overall design of the development or redevelopment, with the historic building being a prominent focal point, appearing as if the balance of the site evolved around it.



18.3 Naturalistic Screening



18.3.1 Description

- A. Naturalistic screening creates a year-round visual obstruction and significant spatial separation between the historic resource setting and the new development or redevelopment. The historic resource, its setting, and surrounding site features are preserved.
- B. The naturalistic screening edge treatment provides an opaque screen of evergreen trees mixed with existing vegetation along the common boundaries of the historic resource site and the site of the new development or redevelopment.
- C. This approach is typically appropriate for a site that already has an abundance of mature vegetation, as opposed to open farm fields.

18.3.2 Location

- A. In cases where the developing property is adjacent to the property containing the historic resource, the naturalistic screening shall be located along the periphery of the developing property, unless an alternate location provides a superior amount of buffering.
- B. In cases where new development is proposed on the same property as the

historic resource, the naturalistic screening shall be located as far from the historic resource as is practicable given the context of the site and any topographic or environmental considerations.

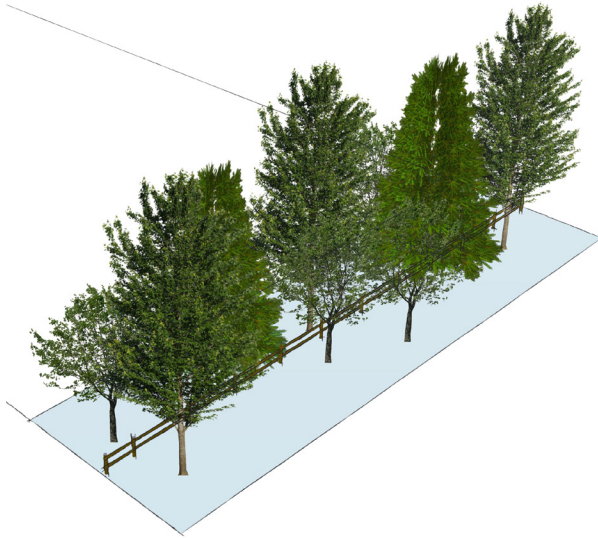
18.3.3 Standards

- A. Site features that emphasize the prominence of a historic resource shall be preserved within the spatial setting of the historic resource. Such features include topography, mature vegetation, streams, and historic walls and fences.
- B. Naturalistic screening shall have a minimum width of 75 feet. Development on lots containing or adjacent to a National Historic Landmark shall have a minimum width of 100 feet. This area shall be placed in a conservation easement.
- C. Planting materials shall:
 - 1. Be predominately evergreen trees;
 - 2. Be staggered in an informal manner, which, upon maturity, creates an opaque screen;
 - 3. Be of a sufficient height upon maturity that new development is visually screened, regardless of building heights or topography; and
 - 4. Include at least two or more different indigenous tree species.
- D. Trees shall be required at a rate of one tree per every 400 square feet. Credit for existing vegetation may reduce the planting requirements, so long as the existing materials and new planting materials achieve an opaque screen.
- E. Pruning of trees or shrubs near ground level shall be prohibited.
- F. Berms, fences, or walls shall not be used.

18.3.4 Grading

The natural, existing topography shall be preserved. Grading is prohibited.

18.4 Farm-Field Boundary



18.4.1 Description

- A. The farm-field boundary replicates the tree-lined property boundaries historically prevalent throughout the County, which generally evolved as leftover vegetation that grew along the borders of agricultural fields. This is accomplished by providing a historically based fence or wall and deciduous and cedar trees planted linearly along common boundary between the historic resource and the development or redevelopment.
- B. The historic resource, its setting, and surrounding site features are preserved. The farm-field boundary provides modest separation between the development or redevelopment and the historic resource.
- C. Because buildings within the development or redevelopment remain in view of the historic resource, they are designed to be similar in scale and architectural character with the historic building.

18.4.2 Location

- A. In cases where the developing property is adjacent to the property containing the historic resource, the farm-field boundary shall be located along the periphery of the developing property, unless an alternate location provides a superior amount of buffering.
- B. In cases where new development is proposed on the same property as the historic resource, the farm-field boundary shall be located as far from the historic resource as is practicable given the context of the site and any topographic or environmental considerations.

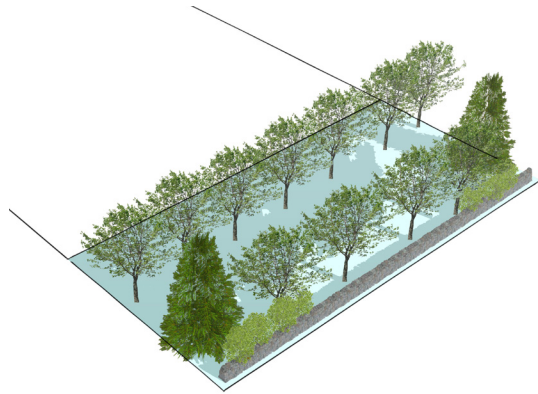
18.4.3 Standards

- A. Site features that emphasize the prominence of a historic resource shall be preserved within the spatial setting of the historic resource. Such features include topography, mature vegetation, streams, and historic walls and fences.
- B. Farm-field boundaries shall have a minimum width of 30 feet. Development on lots containing or adjacent to a National Historic Landmark shall provide a minimum width of 50 feet.
- C. Farm-field boundaries shall be linear in form and shall include a historically-based fence or wall along the length of the boundary. Acceptable types include rail fences, four-board horse fences, or dry-stacked stone walls consistent in design and stone type with historic antecedents found in the County.
- D. Planting materials shall:
 - 1. Be spaced in an informal, irregular manner along the fence or wall; and
 - 2. Be dominated by deciduous trees, although native evergreens, such as cedars, may be included for diversity

and visual screening purposes; and

- E. Trees shall be required at a rate of one canopy tree per every 400 square feet. Credit for existing vegetation may reduce the planting requirements when located in a suitable location.
- F. New buildings within view of the historic resource shall be designed to be similar in scale and architectural character with the historic building.

18.5 Estate Enclosure



18.5.1 Description

- A. The historic resource, surrounding site features, and the setting are preserved while an estate enclosure demarcates the periphery. The estate enclosure consists of formal plantings and is more appropriate for historic buildings having classical architectural styling, such as Federal, Greek Revival, Italianate, Gothic Revival, or Classic Revival, as opposed to less formal vernacular styles, such as simple frame farm houses.
- B. The estate enclosure lends itself to situations in which the historic resource setting, and perhaps the overall development site, is somewhat limited in land area.
- C. The estate enclosure is not intended to be an opaque screen between the new development and the historic resource; therefore, new buildings within view of the historic resource are designed to be similar in scale and architectural character with the historic building.

18.5.2 Location

- A. In cases where the developing property is adjacent to the property containing the historic resource, the estate enclosure shall be located along the periphery of the

developing property, unless an alternate location provides a superior amount of buffering.

- B. In cases where new development is proposed on the same property as the historic resource, the estate enclosure shall be located as far from the historic resource as is practicable given the context of the site and any topographic or environmental considerations.

18.5.3 Standards

- A. Site features that emphasize the prominence of a historic resource shall be preserved within the spatial setting of the historic resource. Such features include topography, mature vegetation, streams, and historic walls and fences.
- B. The estate enclosure shall have a minimum width of 50 feet. Development on lots containing or adjacent to a National Historic Landmark shall provide a minimum width of 75 feet.
- C. Estate enclosures shall:
 - 1. Consist of trees planted formally in rows with regular spacing, such as an orchard;
 - 2. Be dominated by deciduous trees; and
 - 3. Have either:
 - a. A combination of hedgerows and fencing; or
 - b. A brick or stone wall consistent in design and stone type with historic antecedents found in the County.
- D. Trees shall be required at a rate of one tree per every 400 square feet of the estate enclosure area. Credit for existing vegetation may reduce the planting requirements.
- E. New buildings within view of the historic resource shall be designed to be similar in scale and architectural character with the historic building.

18.6 Integrated Edge



18.6.1 Description

- A. The integrated edge incorporates the historic resource into the overall design of the development or redevelopment, with the historic building being a prominent focal point, appearing as if the balance of the site evolved around it.
- B. New buildings within view of the historic resource are designed to be similar in scale and architectural character with the historic building.

18.6.2 Prominence of the Historic Building

A historic building shall be made a visually prominent focal point of the new development through one or more of the following integration techniques:

- A. Create a square or green fronting the historic building that is designed to highlight the historic resource as a focal point;
- B. Design the street network so that the historic building is at an entry or destination location within the new development; or
- C. Create a corner location for the historic building so that it terminates a public vista

as viewed down two or more streets. In such case, adjacent new principal buildings shall be no closer 200 feet from the historic building.

18.6.3 Design of Streets and Driveways

- A. New streets and driveways shall be located and designed to appear as if they were developed over time around the original historic building as part of a natural evolution.
- B. Streets shall reflect the character of the historic building, such as ribbon curb in rural or farm areas.
- C. Streets shall be located and designed so they do not cause the side or rear facade of the historic building to face the new street.

18.6.4 Lot Size Differentiation

- A. The lot that contains the historic building shall be at least 100 percent larger than any adjacent residential lot.
- B. If the historic building is located in an open space lot, the lot size shall be at least 25,000 square feet.

- C. New lots across the street from and within view of a historic building shall comply with Subsection 18.6.6, Development Across the Street From a Historic Building.

18.6.5 Contextual Design of New Buildings

New buildings within view of the historic building shall be similar in scale and architectural character with the historic building; however, the historic building shall not be emulated to such an extent that it loses its prominence. Design elements shall include the following:

- A. Rather than attempting to mirror the scale of the historic building, new buildings shall be subordinate in their perceived scale to the historic building;
- B. The roof pitch of new buildings shall be similar to the historic building;
- C. The roof forms, materials, and colors of new buildings shall be similar to the nearby historic building (for example, an asphalt shingle roof on a new building that emulates slate in color and approximate thickness would be similar with a slate-roofed historic building);
- D. The shape, proportion, rhythm, and spacing of openings of new buildings shall be similar to that of the historic building;
- E. Nearby buildings shall have key architectural components of the historic building, such as porches, dormers, and arches; and
- F. The materials of the historic building shall be respected by their use to some degree on nearby new buildings.

18.6.6 Development Across the Street From a Historic Building

Where development is proposed across a street from and within view of a historic

building, the following shall apply to the proposed development:

- A. Buildings shall be designed to be similar in scale and architectural character with the historic building; and
- B. Where the historic resource property is at least two acres, any new lot fronting an arterial or collector street across from the historic resource property shall be at least two acres, to lessen the potential adverse impact and intensity of the new development.

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CHAPTER 19

REVIEW BODIES

19.1 General Authority	277
19.2 Board of Mayor and Aldermen (BOMA)	277
19.3 Franklin Municipal Planning Commission (FMPC)	277
19.4 Board of Zoning Appeals (BZA)	277
19.5 Historic Zoning Commission (HZC)	278
19.6 Departmental Review Team (DRT)	278
19.7 Department of Planning and Sustainability	279

19.1 General Authority

The following review bodies may exercise any and all powers and duties prescribed by State law, Charter, Municipal Code, and as described in this Ordinance.

19.2 Board of Mayor and Aldermen (BOMA)

19.2.1 Specific Approval Authority

The BOMA is responsible for final approval of:

- A. Text amendments;
- B. Rezoning;
- C. Development plans;
- D. Public improvements; and
- E. Annexations and accompanying plans of services.

19.2.2 Additional Authority

The BOMA may initiate text amendments and rezonings.

19.3 Franklin Municipal Planning Commission (FMPC)

19.3.1 Specific Review Authority

The FMPC is responsible for review and recommendation to the BOMA of:

- A. Text amendments;
- B. Rezoning;
- C. Development plans;
- D. Public improvements; and
- E. Annexations; and
- F. Plans of services.

19.3.2 Specific Approval Authority

The FMPC is responsible for review and final approval of:

- A. Site plans;
- B. Preliminary plats;
- C. Final plats;

- D. General plans and plan amendments; and
- E. Performance agreements.

19.3.3 Additional Authority

The FMPC may initiate text amendments, rezonings, and plan amendments. The FMPC may also review projects of other governmental agencies, pursuant to Subsection 1.1.11, Review of Public Improvements.

19.3.4 Bylaws

The FMPC shall, by a majority vote of its entire membership, adopt bylaws governing its procedures on such matters as officers, agendas, voting, order of business, and related matters as it may consider necessary or advisable, in accordance with State law.

19.4 Board of Zoning Appeals (BZA)

19.4.1 Specific Approval Authority

The BZA is responsible for review and final approval of:

- A. Variances; and
- B. Appeals of administrative decisions.

19.4.2 Membership

The BZA shall consist of five members and shall be appointed by the Mayor and confirmed by a majority vote of the BOMA. The terms of membership shall be five years. Terms shall be arranged so that the term of one member shall expire each year. Vacancies shall be filled for an unexpired term in the same manner as the original appointment.

19.4.3 Bylaws

The BZA may, by a majority vote of its entire membership, adopt bylaws governing its procedures on such matters as officers, agendas, voting, order of business, and

related matters as it may consider necessary or advisable, in accordance with State law.

19.5 Historic Zoning Commission (HZA)

19.5.1 Specific Review Authority

Within the HPO, the HZA is responsible for the review and recommendation to the FMPC and the BOMA, as applicable, of:

- A. Development plans;
- B. Preliminary plats; and
- C. Final plats that create new lots, where a preliminary plat is not required.

19.5.2 Specific Approval Authority

The HZA is responsible for review and final approval of certificates of appropriateness within the HPO.

19.5.3 Additional Authority

The following shall also be the duty of the HZA:

- A. To regularly maintain and update the following documents:
 - 1. Historic Preservation Plan;
 - 2. Historic Resources Survey; and
 - 3. Historic District Design Guidelines.
- B. To nominate properties for inclusion in the HPO;
- C. To review nominations for the National Register of Historic Places; and
- D. To comment on projects that may have a potential adverse impact on historic properties as defined by T.C.A. § 13-7-404.

19.5.4 Membership

Membership of the HZA shall be as provided by State law.

19.5.5 Bylaws

The HZA shall, by a majority vote of its entire membership, adopt bylaws governing its

procedures on such matters as officers, agendas, voting, order of business, and related matters as it may consider necessary or advisable, in accordance with State law.

19.6 Departmental Review Team (DRT)

19.6.1 General Authority

The DRT consists of City department directors, or their designees, and is responsible for certain development review as defined in the Subsections below.

19.6.2 Specific Review Authority

The DRT shall participate in the review of the following applications and provide recommendations to the FMPC or the BOMA, as applicable:

- A. Text amendments;
- B. Rezoning;
- C. Development plans;
- D. Site plans;
- E. Preliminary plats;
- F. Final plats;
- G. Plan amendments;
- H. Annexations; and
- I. Plans of services.

19.6.3 Specific Approval Authority

The DRT is responsible for review and final approval of:

- A. Administrative site plans;
- B. Site plan amendments; and
- C. Minor revisions to final plats.

19.6.4 Additional Authority

Members of the DRT shall perform other duties as set forth by other provisions of this Ordinance.

19.7 Department of Planning and Sustainability

19.7.1 General Authority

The Department of Planning and Sustainability is authorized by the BOMA to administer the provisions of this Ordinance. The Department of Planning and Sustainability shall have the following authority and duties:

A. Coordination of Development Review

1. To coordinate the review of development applications; and
2. To present recommendations to the BOMA, FMPC, BZA, and HZC on applications for development approval considered by these review bodies.

B. Administration of this Ordinance

1. To establish application requirements and schedules for review of development applications;
2. To initiate and draft text amendments and rezoning ordinances;
3. To administratively update the history table for text amendments adopted by the BOMA;
4. To post adopted text amendments on the City website until they are incorporated into the text of this Ordinance; and
5. To take any other actions necessary to administer the provisions of this Ordinance.

C. Performance Agreements

To review and make decisions on performance agreements, sureties, and maintenance agreements.

D. Tree Removal Permits

To review, where appropriate, and provide recommendations to the Department of Building and Neighborhood Services on

applications for a tree removal permit.

E. Technical Assistance

To provide expertise and technical assistance to the BOMA, FMPC, BZA, HZC, BPC, Sustainability Commission, DRT, Department of Building and Neighborhood Services, and other entities.

F. Long Range Planning

To conduct studies and make recommendations regarding long-range planning policies and the general plan.

G. Historic Preservation

1. To administer Chapter 18, Historic Resources, and advise the HZC on matters submitted to the HZC;
2. To coordinate the City's historic preservation activities with those of state and federal agencies and with local, state, and national nonprofit preservation organizations; and
3. To assist the HZC in maintaining and periodically updating the Historic Resources Survey.

19.7.2 Additional Authority

The Department of Planning and Sustainability shall perform other duties as set forth by other provisions of this Ordinance.

19.8 Department of Building and Neighborhood Services

19.8.1 General Authority

The Department of Building and Neighborhood Services is authorized by the BOMA to interpret, enforce, and administer this Ordinance, except for those duties delegated or conferred upon the Department of Planning and Sustainability. The Department of Building and Neighborhood Services shall have the following authority and duties under this Ordinance:

- A. To render interpretations of all provisions of this Ordinance and confer with the Department of Planning and Sustainability and other City departments as needed; and
- B. To enforce the provisions of this Ordinance.

19.8.2 Specific Approval Authority

The Department of Building and Neighborhood Services is responsible for review and final approval of:

- A. Building permits;
- B. Sign permits;
- C. Tree removal permits; and
- D. Other permits as identified in this Ordinance.

19.8.3 Additional Authority

The Department of Building and Neighborhood Services shall perform other duties as set forth by other provisions of this Ordinance.

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CHAPTER 20

PROCEDURES

20.1 Overview of Applications	283
20.2 Common Review Procedures	284
20.3 Plan Amendment	291
20.4 Annexation	293
20.5 Text Amendment	295
20.6 Preliminary HZC Recommendation	296
20.7 Rezoning	297
20.8 Development Plan	300
20.9 Preliminary Plat	305
20.10 Variance	306
20.11 Certificate of Appropriateness	308
20.12 Site Plan	310
20.13 Final Plat	314
20.14 Grading Permit	314
20.15 Building Permit	314
20.16 Performance Agreement	314
20.17 Sign Permit	315
20.18 Appeal of Administrative Decision	316
20.19 Vesting	317

20.1 Overview of Applications

The table below outlines the types of applications, their scope, and the review bodies who make recommendations and take final action.

Type of Application	Scope	Recommendation	Approval
Plan Amendment	Amend Envision Franklin	DRT	FMPC
Annexation	Annex property into the City limits	DRT, FMPC	BOMA
Text Amendment	Change the wording or substance of the Zoning Ordinance	Department of Planning and Sustainability, FMPC	BOMA
Preliminary HZC Recommendation	Provide preliminary recommendations for development in the HPO	Department of Planning and Sustainability	HZC
Rezoning (Map Amendment)	Change in the district boundaries or district classifications of the zoning map	DRT, FMPC	BOMA
Development Plan	Entitle development in the PD district	DRT, FMPC, HZC as applicable	BOMA
Preliminary Plat	Propose layout for subdividing land into more than two lots, pursuant to the Subdivision Regulations	DRT, HZC as applicable	FMPC
Variance	Grant relief from certain zoning requirements	Department of Planning and Sustainability	BZA
Certificate of Appropriateness	Propose development or alterations in the HPO	Department of Planning and Sustainability	HZC
Site Plan Subject to FMPC Approval	Finalize site construction drawings	DRT	FMPC
Site Plan Subject to Administrative Approval	Finalize site construction drawings	DRT	DRT
Final Plat	Finalize layout for subdividing land into two or more lots suitable for recording with the Register of Deeds, pursuant to the Subdivision Regulations	DRT, HZC as applicable	FMPC

Type of Application	Scope	Recommendation	Approval
Performance Agreement	Ensure the completion of required improvements as part of site plan or final plat approval	See Chapter 21	See Chapter 21
Sign Permit	Review signs for compliance with this Ordinance	Department of Planning and Sustainability and HZC, as applicable	Department of Building and Neighborhood Services
Tree Removal Permit	Remove a tree not associated with an approved building permit, grading permit, site plan, preliminary plat, final plat, or stormwater management permit	Department of Planning and Sustainability/City Arborist, as applicable	Department of Building and Neighborhood Services
Appeal of Administrative Decision	Appeal a decision by an administrative official		BZA

Additional duties and responsibilities of the review bodies are set forth in subsequent Sections of this Chapter. In addition, the BOMA, FMPC, or Department of Planning and Sustainability may ask other boards, commissions, government agencies, or non-government agencies to review applications.

20.2 Common Review Procedures

20.2.1 Applicability

The following requirements apply to all applications submitted under this Ordinance. Additional requirements may be included for specific applications. If there is a conflict between the common review procedures and the specific review procedures, the specific review procedures shall apply.

20.2.2 Authority to File Applications

- A. Applications shall be initiated by:
1. The owner of the property that is the subject of the application;
 2. The owner's authorized agent; or
 3. The BOMA, the FMPC, the HZC, or the Department of Planning and Sustainability.
- B. When the owner's authorized agent files an application on behalf of the property owner, the agent shall provide a property owner affidavit, which shall bind the owner with respect to all decisions and conditions of approval related to the property.

20.2.3 Initial Application Submittal

Applications shall be submitted in accordance with the requirements and checklists established by the Department of Planning and Sustainability as posted on the City website.

20.2.4 Fee Schedule

- A. Fees shall be required to help defray the costs of processing applications. The fee schedule shall be posted on the City website and may be adjusted periodically by the BOMA, pursuant to the Municipal Code.
- B. Applicable fees shall be paid in full prior to processing an application for review.
- C. No fee shall be required if the application is made by the City or any agency created or appointed by the BOMA to perform government functions.
- D. No refund of the fee or any part of the fee shall be made, unless the Department of Planning and Sustainability determines that an application was accepted in error or the fee paid exceeds the amount due. In these cases, the amount of the overpayment will be refunded to the applicant.

20.2.5 Submittal Deadline

Applications shall be submitted according to the submittal deadlines for the scheduled meetings of the applicable review bodies as posted on the City website.

20.2.6 Completeness Determination

The Department of Planning and Sustainability or Department of Building and Neighborhood Services shall only initiate the review and processing of an application submitted under this Ordinance if the application is determined to be complete as outlined in the applicable review body bylaws.

20.2.7 Sequence of Applications

- A. Where two or more applications are required for development approval, final action by the applicable review body shall occur in the following sequence:
 - 1. Plan amendment;
 - 2. Annexation;
 - 3. Text amendment;
 - 4. Preliminary HZC recommendation;
 - 5. Rezoning;
 - 6. Development Plan
 - 7. Preliminary plat;
 - 8. Variance and/or certificate of appropriateness;
 - 9. Site plan and/or final plat;
 - 10. Grading permit;
 - 11. Performance agreement; then
 - 12. Building permit and/or sign permit.
- B. When two or more applications are required for development approval, the applicant may request to expedite the review process by overlapping the processing of sequential applications. The costs for preparing plans shall be incurred at the applicant's risk and does not guarantee entitlements. When such a request is made, final action shall adhere to the order set forth in Paragraph 20.2.7.A above. This request is subject to the approval of the DRT based on the following criteria:
 - 1. The application shall have a low level of complexity;
 - 2. The timing of final action shall adhere to the order set forth in this Chapter;
 - 3. Any off-site improvements or development agreements shall be approved by the BOMA prior to or in conjunction with approval of a development plan;
 - 4. An application for a plan amendment shall not be reviewed simultaneously with a rezoning or development plan

application and shall be reviewed after an initiation of annexation by the BOMA;

5. A development plan, or its subsequent revision, shall be approved prior to acceptance of a site plan for review, unless revisions are considered minor. In these cases, a revised development plan may be submitted simultaneously with a site plan; and
6. For single-family residential site plans, an applicant may request a partial certificate of appropriateness prior to final action on a site plan, and then request the certificate of appropriateness prior to the issuance of a building permit.

20.2.8 Waiver of Required Meetings

Applications have various required meetings described in each type of application. If the Department of Planning and Sustainability finds the application has minimal impacts on the surrounding properties, environment, or infrastructure, then it may waive any or all of the following meetings:

- A. Pre-application meeting;
- B. On-site meeting;
- C. Neighborhood meeting; or
- D. Joint conceptual workshop.

20.2.9 Public Notice Requirements

Applications shall comply with public notice requirements pursuant to the table below, State law, and the applicable review body bylaws. Public notice that exceeds State law requirements is considered a courtesy, and any defect or failure to provide the additional notice is not a basis for declaring any decision invalid.

Application	Published Notice	Mailed Notice	Posted Notice	Timing
● Required Notice ● Additional Notice Recommended ○ Required Notice for Neighborhood Meeting				
Plan Amendment	●	○	● ○	Published notice of the public hearing shall be published at least 30 days before the FMPC meeting Mailed notice shall be postmarked at least 15 days prior to the neighborhood meeting
Annexation	●	●	●	Various published, mailed, and posted notices in accordance with State law
Text Amendment				Published notice shall be included on the published agenda for the applicable review body
Preliminary HZC Recommendation	●		●	Published notice shall be included on the published HZC agenda
Development Plan	●	● ○	● ○	Published notice shall be included on the published agenda for the applicable review body Mailed notice shall be postmarked at least 15 days prior to the neighborhood meeting
Rezoning	●	●	●	Published notice of the public hearing shall be published at least 15 days before the BOMA meeting Mailed notice shall be postmarked at least 15 days prior to the FMPC meeting
Preliminary Plat	●	●		See the Subdivision Regulations

Application	Published Notice	Mailed Notice	Posted Notice	Timing
● Required Notice ● Additional Notice Recommended ○ Required Notice for Neighborhood Meeting				
Variance	●	●		Published notice shall be included on the published BZA agenda Mailed notice shall be postmarked at least 15 days prior to the BZA meeting
Certificate of Appropriateness	●		●	Published notice shall be included on the published HZC agenda
Site Plan Subject to FMPC Approval	●			Published notice shall be included on the published FMPC agenda
Site Plan Subject to Administrative Approval	●			The administrative agenda shall be published on the City website
Final Plat	●			See the Subdivision Regulations
Appeal of Administrative Decision	●	●		Published notice shall be included on the published BZA agenda Mailed notice shall be postmarked at least 15 days prior to the BZA meeting

A. Published Notice

1. The Department of Planning and Sustainability shall prepare the content and publish the notice in a newspaper of general circulation. The timing of the published notice shall adhere to State law and the adopted bylaws of the applicable review body.
2. Published notice shall include the following content:
 - a. The application type;
 - b. The address and/or general location of the property that is the subject of the application, and may include a location map; and
 - c. A description of the nature, scope, and purpose of the application; and

- d. The date, time, and place of the public meeting.

3. Published notice for the BOMA public hearings for annexation, text amendments, rezonings, and development plans shall be published at least 15 days before the BOMA meeting.

B. Mailed Notice

1. The applicant shall be responsible for preparing and mailing the mailed notice.
2. The mailed notice to surrounding property owners shall be required only for:
 - a. The neighborhood meeting, as applicable; and

- b. The initial presentation of the proposed development to the applicable review body.
 3. The mailed notice shall be sent to property owners within 500 feet of the subject property and affected property owners within the application boundaries. HPO rezoning mailed notice shall be prepared by the Department of Planning and Sustainability and mailed only to the affected property owners.
 4. The mailed notice shall be postmarked in accordance with Subsection 20.2.9, Public Notice Requirements.
 5. A notarized affidavit from the applicant showing the names and addresses of each adjacent property owner who has been notified shall be submitted to the Department of Planning and Sustainability prior to the meeting at which the item will be presented.
 6. If the application is withdrawn or deferred after the notices have been mailed, then the applicant shall re-notify adjacent property owners of the future meeting at which the application will be considered.
 7. Mailed notice shall include the following content:
 - a. The application type;
 - b. The address and general location of the property that is the subject of the application;
 - c. A description of the nature, scope, and purpose of the application;
 - d. The date, time, and place of the public meeting;
 - e. The location where the public may view the application and related documents; and
 - f. Contact information for the applicant or authorized agent, including name, address, telephone, and e-mail address.
 8. In addition to Clause 20.2.9.B.7 above, mailed notice for HPO rezoning shall include the following content:
 - a. A description of the structure or site proposed for nomination;
 - b. A description of the benefits, restrictions, and other terms of the proposed designation; and
 - c. A statement of the stay of actions after nomination provided for in Subsection 20.7.10, HPO District Rezoning.
- C. Posted Notice**
1. Posted notice for annexation applications shall comply with State law.
 2. All other recommended posted notice should be posted on the property prior to the neighborhood meeting or public meeting by the Department of Planning and Sustainability.

20.2.10 Opportunities for Public Hearings and Public Comment

The table below lists the types of applications that require a public hearing or public comment at a public meeting.

Application	BZA	HZC	JCW	FMPC	BOMA
● = Public Hearing ● = Opportunities for Public Comment					
Plan Amendment				●	
Annexation				●	●
Text Amendment				●	●
Preliminary HZC Recommendation		●			
Development Plan				●	●
Rezoning				●	●
Preliminary Plat				●	
Variance	●				
Certificate of Appropriateness		●			
Site Plan Subject to FMPC Approval				●	
Site Plan Subject to Administrative Approval					
Final Plat				●	
Performance Agreement and Surety				●	
Appeal of Administrative Decision	●				

20.2.11 Continuation of Public Hearings

A public hearing for which proper notice was given may be continued to a later date without again complying with the mailed notice requirements, provided that:

- A. The continuance is set for a date within 60 days of the original public hearing date; and
- B. The date and time of the continued hearing are announced at the time of the continuance.

20.2.12 Withdrawal of an Application

A request for withdrawal of an application shall be submitted in writing to the Department of Planning and Sustainability. The request shall be approved only if it has been submitted prior to the published notice of the public meeting, pursuant to the applicable review body bylaws.

20.3 Plan Amendment

20.3.1 Purpose

The purpose of a plan amendment is to amend the adopted general plan, Envision Franklin, due to changed conditions, changes in public policy, or changes necessary to advance the health, safety, and welfare of the City.

20.3.2 Applicability

- A. Plan amendments shall comply with the specific review procedures in this Section.
- B. Rezoning and development plans should be consistent with the adopted plan. When these applications are not consistent with the adopted plan, they may be processed without a plan amendment; however, the staff shall recommend disapproval if the application is not in substantial conformity with the adopted plan.

20.3.3 Preliminary Meeting

The applicant shall meet with the Department of Planning and Sustainability to discuss the initial concepts of the plan amendment, Envision Franklin, and review procedures. The applicant shall supply preliminary information to the Department of Planning and Sustainability at least three business days prior to the meeting.

20.3.4 On-Site Meeting

The applicant shall meet with the Department of Planning and Sustainability and other departments, as applicable, on the property that is the subject of the application.

20.3.5 Neighborhood Meeting

The applicant shall hold at least one formal neighborhood meeting, typically held prior to the plan amendment application submittal. The applicant shall:

- A. Coordinate the neighborhood meeting

- date, time, and location with the Department of Planning and Sustainability;
- B. Mail the public notice for the neighborhood meeting in accordance with Subsection 20.2.9, Public Notice; and
- C. Conduct the neighborhood meeting and provide a written summary of the meeting, noting concerns of surrounding property owners, with the application resubmittal. The meeting shall be attended by a City staff member to meet the neighborhood meeting requirement.

20.3.6 Application Submittal

The applicant shall submit a plan amendment application in accordance with Section 20.2, Common Review Procedures.

20.3.7 Staff Review

In accordance with the submittal schedule posted on the City website:

- A. The DRT shall review the application;
- B. The Department of Planning and Sustainability shall send comments from the DRT to the applicant; then
- C. The applicant shall address the comments and submit a revised application.
- D. Upon submittal of a revised application, the Department of Planning and Sustainability shall prepare a final review and make a recommendation to the FMPC.

20.3.8 FMPC Final Action

The FMPC shall review the plan amendment at a public hearing and vote for:

- A. Approval;
- B. Approval with conditions;
- C. Disapproval; or
- D. Deferral for continued review of the application.

20.3.9 Approval Criteria

Recommendations and final action on a plan amendment shall be based on consideration of the following criteria:

- A. Significant changes have occurred since the adoption of the plan that necessitate the proposed amendment;
- B. The proposal is consistent with the overall intent of Envision Franklin;
- C. The proposal is compatible with the design concepts of the surrounding area and does not cause an abrupt change in massing, form, or architecture;
- D. The proposal does not adversely affect the health, safety, and welfare of the public; and
- E. Substantial improvements in the quality of life for Franklin citizens will be achieved.

20.4 Annexation

20.4.1 Purpose

The purpose of an annexation is to expand City boundaries into unincorporated land that allows for orderly growth, efficient delivery of municipal services, and proactive planning for future development.

20.4.2 Applicability

Annexation by resolution shall comply with the specific review procedures in this Section and State law. Annexation by referendum shall comply with State law.

20.4.3 Preliminary Meeting

The applicant shall meet with the Department of Planning and Sustainability and DRT representatives to discuss the request for annexation, Envision Franklin, the plan of services, and review procedures.

20.4.4 Application Submittal

- A. The applicant shall submit an annexation application in accordance with Section 20.2, Common Review Procedures; however, annexation by resolution may only be initiated by the owner of the property or the owner's authorized agent.
- B. The applicant shall submit a rezoning application concurrently with an annexation application pursuant to Subsection 20.7.9, Establishment of a Zoning District.

20.4.5 Staff Review

The Department of Planning and Sustainability shall coordinate a draft plan of services for the annexation application, which outlines how the property would be served by City services upon annexation.

20.4.6 Initiation of Annexation

The BOMA shall review the draft plan of services and may initiate an annexation and direct staff to continue to study the request. This initiation shall not commit or bind the BOMA to any proposal or element thereof.

20.4.7 Staff Review

In accordance with the submittal schedule posted on the City website, the Department of Planning and Sustainability shall coordinate the preparation of the plan of services and annexation resolution and make a recommendation to the FMPC.

20.4.8 FMPC Recommendation

The FMPC shall review the plan of services and annexation resolutions at a public meeting and make a recommendation to the BOMA.

20.4.9 BOMA Final Action

- A. Except for annexations that require a referendum per State law, the BOMA shall hold one reading on the plan of services resolution, with a public hearing and vote on the resolution concurrent with the second reading of the annexation resolution, and vote for:
 1. Approval;
 2. Disapproval; or
 3. Deferral for continued review of the application.
- B. Except for annexations that require a referendum per State law, the BOMA shall hold three readings on the annexation resolution, with a public hearing during the second reading, and vote for:
 1. Approval;
 2. Disapproval; or
 3. Deferral for continued review of the application.

20.4.10 Approval Criteria

Recommendations and final action on an annexation shall be based on consideration of the following criteria:

- A. Whether the proposed annexation can be served in an efficient and cost-effective manner by municipal services, such as fire, police, and public works;
- B. Whether the proposed annexation will result in orderly and efficient growth of the City;
- C. Whether existing or planned infrastructure, including water, sewer, roadways, specific types of open space, sidewalks and trails, and public facilities can adequately serve the property;
- D. Whether the proposed annexation is located in an area where substantial infrastructure investments have already been made;
- E. Whether the proposed annexation is consistent with the guiding principles set forth in Envision Franklin and the purpose of this Ordinance; and
- F. Whether the proposed annexation would benefit the health, safety and welfare of the public.

20.5 Text Amendment

20.5.1 Purpose

The purpose of a text amendment is to modify the provisions of this Ordinance to address changed conditions, changes in public policy, or changes necessary to advance the health, safety, and welfare of the City.

20.5.2 Applicability

Text amendments shall comply with the specific review procedures in this Section.

20.5.3 Application Submittal

A text amendment application shall be initiated by the BOMA, FMPC, or Department of Planning and Sustainability.

20.5.4 Joint Conceptual Workshop

The Department of Planning and Sustainability shall draft the text amendment and present it at a joint conceptual workshop.

20.5.5 FMPC Recommendation

The FMPC shall review the text amendment at a public meeting and make a recommendation to the BOMA.

20.5.6 BOMA Final Action

- A. The BOMA shall hold three readings on the text amendment, with a public hearing during the second reading, and vote for:
 1. Approval;
 2. Approval with conditions;
 3. Disapproval; or
 4. Deferral for continued review of the application.
- B. A majority vote of the full membership of the BOMA shall be required for passage of the text amendment ordinance on third and final reading.

20.5.7 Approval Criteria

Recommendations and final action on a text amendment shall be based on consideration of the following criteria:

- A. Whether the proposed text amendment is consistent with Envision Franklin and the purpose of this Ordinance;
- B. Whether the proposed text amendment will protect the health, safety, and welfare of the public; and
- C. Whether the proposed text amendment corrects an error or meets the challenge of some changing condition, trend, or fact since the time that the original text was established.

20.6 Preliminary HZC Recommendation

20.6.1 Purpose

The purpose of a preliminary HZC recommendation is to provide other review bodies with recommendations related to the Historic District Design Guidelines on development applications in the HPO early in the approval process where certain contextually-sensitive design features become entitled prior to the certificate of appropriateness review.

20.6.2 Applicability

- A. Preliminary HZC recommendations shall comply with the specific review procedures in this Section.
- B. This Section shall apply to development in the HPO that is subject to:
 1. Development plans;
 2. Preliminary plats; and
 3. Final plats that create new lots.
- C. Development plan applications shall be reviewed for consistency with the Historic District Design Guidelines regarding conceptual elevations, height, massing, scale, setbacks, type of historic resource edge treatment, and lot or building site sizes.
- D. Preliminary plat and final plat applications shall be reviewed for consistency with the Historic District Design Guidelines regarding types of edge treatment, setbacks, and lot or building site sizes.

20.6.3 Application Submittal

An application for a preliminary HZC recommendation shall be submitted in accordance with Section 20.2, Common Review Procedures.

20.6.4 Staff Review

The Department of Planning and Sustainability shall review the application and make a recommendation to the HZC.

20.6.5 HZC Recommendation

The HZC shall review the application at a public meeting and provide a recommendation to the FMPC and the BOMA, as applicable, for:

- A. Approval;
- B. Approval with conditions;
- C. Denial; or
- D. Deferral for continued review of the application.

20.6.6 Approval Criteria

Preliminary HZC recommendations shall be based on consideration of the following criteria:

- A. Whether the proposed development is consistent with the intent of the HPO;
- B. Whether the proposed development would complement other structures or exterior arrangements within the HPO; and
- C. Whether the proposed development complies with the Historic District Design Guidelines.

20.7 Rezoning

20.7.1 Purpose

The purpose of a rezoning is to amend the official zoning map to address annexation, changed conditions, changes in public policy, or changes necessary to advance the health, safety, and welfare of the City.

20.7.2 Applicability

Rezoning shall comply with the specific review procedures in this Section.

20.7.3 Preliminary Meeting

The applicant shall meet with the Department of Planning and Sustainability to discuss the initial concepts of the rezoning, its compliance with Envision Franklin, and review procedures. The applicant shall supply preliminary information to the Department of Planning and Sustainability at least three business days prior to the meeting.

20.7.4 Application Submittal

- A. The applicant shall submit a rezoning application pursuant to Section 20.2, Common Review Procedures.
- B. An application for HPO rezoning shall not require a property survey, but instead indicate the map, group, and parcel numbers of the proposed properties. Where applicable, the application shall be signed by owners of the affected properties.

20.7.5 Staff Review

In accordance with the submittal schedule posted on the City website:

- A. The DRT shall review the application;
- B. The Department of Planning and Sustainability shall send comments from the DRT to the applicant;

- C. The applicant shall address the comments and submit a revised application; and
- D. Upon submittal of a revised application, the Department of Planning and Sustainability shall prepare a final review and make a recommendation to the FMPC.

20.7.6 FMPC Recommendation

The FMPC shall review the rezoning at a public meeting and make a recommendation to the BOMA.

20.7.7 BOMA Final Action

- A. The BOMA shall hold three readings on the rezoning ordinance, with a public hearing during the second reading, and vote for:
 - 1. Approval;
 - 2. Disapproval; or
 - 3. Deferral for the continued review of the application.
- B. A majority vote of the full membership of the BOMA shall be required for passage on third and final reading.

20.7.8 Approval Criteria

Recommendations and final action on a rezoning shall be based on consideration of the following criteria:

- A. Whether the proposed text amendment is consistent with Envision Franklin and the purpose of this Ordinance;
- B. Whether the proposed text amendment will protect the health, safety, and welfare of the public; and
- C. Whether the proposed text amendment corrects an error or meets the challenge of changed conditions, changes in public policy, or changes necessary to advance the health, safety, and welfare of the City.

20.7.9 Establishment of a Zoning District

- A. The applicant shall submit a rezoning application concurrently with an annexation application. The zoning district shall comply with one of the following:
1. The property shall be zoned AG or ER, depending on the size.
 2. The property shall be zoned to a specific zoning district that achieves the design concept recommendations in Envision Franklin.
 3. The property shall be zoned PD with an accompanying development plan.
 4. Any property subject to a recorded subdivision shall be zoned to the district that most closely resembles the existing development in terms of uses and lot sizes. If such district is PD, final plats on record in the Williamson County Register's office shall serve as the development plan.
- B. In addition to the zoning district, parcels annexed into the City shall be zoned to the applicable zoning overlay districts in accordance with Envision Franklin.
- C. When a property is zoned or rezoned, the new zoning district lines shall follow parcel lines.

20.7.10 HPO District Rezoning

A rezoning to the HPO shall vary from the process in Section 20.7, Rezoning, to meet the following requirements:

- A. Properties may be nominated for the HPO by any of the following applicants:
1. An individual property owner of a property;
 2. One person, acting as a representative for more than one property owner; or
 3. The BOMA or HZC.
- B. The nomination shall serve as an application to rezone the affected properties into the HPO. The rezoning shall vary from the process in Section 20.7, Rezoning, to meet the following requirements:
1. The application fee shall be waived;
 2. The nomination shall indicate the map, group, and parcel numbers of the properties. A survey of the affected properties shall not be required; and
 3. An owner affidavit shall not be required.
- C. Upon receipt of a nomination, the Department of Planning and Sustainability shall place the item for consideration on an upcoming HZC meeting agenda to evaluate the affected properties in light of the HPO designation criteria. The HZC shall make a recommendation to the FMPC.
- D. The Department of Planning and Sustainability shall prepare a notice of nomination and mail it to the owners of the affected properties at least 15 days prior to the FMPC meeting. The notice of nomination shall include the following information:
1. A description of the structure or site proposed for nomination;
 2. A description of the benefits, restrictions, and other terms of the proposed designation;
 3. Notice of the FMPC meeting;
 4. A statement of the stay of actions after nomination provided for in Clause 20.7.10.F below; and
 5. A form on which the owner may explain the reasons why the nomination should be approved or denied.
- E. The FMPC shall make a recommendation to the BOMA.
- F. After a first reading vote by the BOMA on the HPO rezoning, all permits for construction, major repairs, alterations, additions, restoration, rehabilitation,

demolition or relocation of any building, object or structure on the property shall be subject to the certificate of appropriateness procedures, unless the rezoning is denied by the BOMA.

20.7.11 NCO District Rezoning

A rezoning to the NCO shall vary from the process in Section 20.7, Rezoning, to meet the following requirements:

- A. Properties may be nominated for the NCO by a representative of the property owners;
- B. The nomination shall serve as an application to rezone the affected properties into the NCO. The rezoning shall vary from the process in Section 20.7, Rezoning, to meet the following requirements:
 1. The application fee shall be waived;
 2. The nomination shall indicate the map, group, and parcel numbers of the properties proposed for rezoning. A survey of the affected properties shall not be required; and
 3. A petition shall be submitted, signed by at least 51 percent of the total number of property owners of the total number of parcels or lots within the proposed district. An owner affidavit shall not be required.
 4. Following the nomination of the NCO, the Department of Planning and Sustainability shall hold a neighborhood meeting with the affected property owners.
 5. Following the neighborhood meeting, the Department of Planning and Sustainability shall develop maps, descriptive materials, and development standards for the proposed district that include:
 - a. Maps indicating the boundaries, age of structures, and existing land use;
 - b. Maps and other graphic and written materials identifying and describing the distinctive neighborhood and building characteristics of the proposed district; and
 - c. Development standards for new construction, additions, or alterations to the street facades of existing buildings or structures within the proposed district.
 6. The development standards shall be established by a text amendment and rezoning creating the NCO.
- C. Separate ordinances are required to designate each district. Ordinances designating each NCO shall identify the designated district boundaries and specify the individual purposes and development standards for that individual district.
- D. Each NCO shall have the overlay district symbol (NCO) as a suffix and be numbered sequentially to distinguish among different districts e.g. (NCO1, NCO2, etc.).

20.8 Development Plan

20.8.1 Purpose

The purpose of a development plan is to:

- A. Allow for the review and approval of entitlements for development in the PD district and any associated modification of standards (MOS) requests;
- B. Implement Envision Franklin guiding principles and design concepts; and
- C. Utilize the planned unit development process in accordance with State law.

20.8.2 Applicability

- A. Development plans are specific to the PD district. Development plans shall comply with the specific review procedures in this Section.
- B. Rezoning of property to a PD district and the subsequent development plan shall not be proposed or used to avoid, or have the effect of avoiding compliance with the standards and requirements of this Ordinance or for the other zoning districts, and instead, shall be used sparingly in the following situations:
 - 1. Rezoning of property to a PD district and the corresponding development plan shall be limited to situations where this district is needed in order to implement Envision Franklin guiding principles and design concepts; or
 - 2. Rezoning of property to a PD district and the corresponding development plan shall be limited to situations where a property, due to unique site conditions or the necessary intrinsic size, use, building placement, building elements, building configuration, building type, or other building and development characteristics, cannot under any other circumstances conform to one

or more of the other zoning districts or standards specified in this Ordinance.

- C. Development plans shall provide for innovative planning and design that respects the surrounding established land use, character, and natural or man-made features of the property, such as trees, historic features, streams, hillsides, and floodplains, and promotes quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses, which could not be achieved in accordance with the standards for any other zoning district.

20.8.3 Establishment of Standards

Development plans establish entitlements for a property in the PD district, including a customized combination of permitted uses, building types, frontage types, setbacks, and any modifications of standards in accordance with Subsection 20.8.4, Modifications of Standards.

20.8.4 Modifications of Standards

- A. The purpose of a modification of standards is to allow the consideration of a request to modify a development standard of this Ordinance where:
 - 1. The modification will enhance the design of the development more than if the standards were strictly adhered to;
 - 2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property; and
 - 3. The modification is consistent with the intent of Envision Franklin.

- B. The applicant shall provide the standard requested for modification, an alternate standard to be considered, and written documentation and justification for the request.
- C. A modification shall not be used to achieve the effect of changing one type of building, open space, sign, or historic resource edge treatment to another type.
- D. The following standards are not available for modification:
 1. Section 3.10, Planned District;
 2. Chapter 4, Overlay Districts;
 3. Chapter 5, Use Regulations;
 4. Chapter 7, Frontage Types;
 5. Section 12.2, Landscape Surface Area;
 6. Section 17.1, Steep Slopes; and
 7. Section 17.6, Floodplain Protection.

20.8.5 Preliminary Meeting

The applicant shall meet with the Department of Planning and Sustainability to discuss the initial concepts for the development plan, Envision Franklin, and procedures.

20.8.6 Pre-Application Requirements

The applicant shall hold a pre-application meeting with the DRT to review the draft development plan and discuss Ordinance requirements. The applicant shall submit pre-application documents to the Department of Planning and Sustainability as defined by the calendar published on the City website.

20.8.7 Neighborhood Meeting

The applicant shall hold at least one formal neighborhood meeting, typically held prior to the development plan application submittal. The applicant shall:

- A. Coordinate the neighborhood meeting date, time, and location with the Department of Planning and Sustainability;
- B. Mail the public notice for the neighborhood meeting in accordance with Subsection 20.2.9, Public Notice; and
- C. Conduct the neighborhood meeting and provide a written summary of the meeting, noting concerns of surrounding property owners, with the application resubmittal. The meeting shall be attended by a City staff member to meet the neighborhood meeting requirement.

20.8.8 Application Submittal

- A. The applicant shall submit a development plan application in accordance with Section 20.2, Common Review Procedures.
- B. If an applicant wishes to request a modification of standards, the request shall be made as part of the initial application submittal. A modification of standards is not needed for a standard that allows the DRT to approve an alternative.
- C. Applications for buildings over six stories or 75 feet shall include a viewshed analysis that includes three-dimensional imagery of the proposal and the surrounding buildings and properties to better understand how the proposed building will impact the nearby built and natural environment.

20.8.9 Joint Conceptual Workshop

- A. Prior to the joint conceptual workshop, the applicant shall submit the following to the Department of Planning and Sustainability:
 1. A brief overview of the project size and scope;
 2. A summary of the existing site conditions;
 3. A summary of any modification of standards requests; and
 4. A summary of the pre-application meeting in a format suitable for display during the workshop and posting on the City website.

- B. The applicant shall present the project at a joint conceptual workshop.
- C. The BOMA and FMPC may offer the applicant an initial informal reaction to the project plans, but comments are advisory only and shall in no manner commit or bind the BOMA or FMPC to any proposal or element thereof.

20.8.10 Staff Review

In accordance with the submittal schedule posted on the City website:

- A. The DRT shall review the application;
- B. The Department of Planning and Sustainability shall send comments from the DRT to the applicant;
- C. The applicant shall address the comments and submit a revised application; and
- D. The Department of Planning and Sustainability shall prepare the final review and make a recommendation to the FMPC.

20.8.11 FMPC Recommendation

The FMPC shall review the development plan and any associated MOS at a public meeting and make a recommendation to the BOMA.

20.8.12 BOMA Final Action

- A. The BOMA shall hold one reading on the development plan by resolution with a public hearing and vote on the development plan and any associated modifications of standards for:
 - 1. Approval;
 - 2. Approval with conditions;
 - 3. Disapproval; or
 - 4. Deferral for the continued review of the application.
- B. If the development plan is associated with a rezoning ordinance, then the one reading of the development plan shall coincide with the second reading and public hearing

of the rezoning ordinance.

- C. If the BOMA approves the development plan (with or without conditions), then the development plan shall be considered approved on the effective date of the associated rezoning ordinance. If there is not an associated rezoning, the development plan shall be considered approved on the effective date of the resolution.

20.8.13 Approval Criteria

- A. Recommendations and final action for a development plan shall be based on consideration of the following criteria:
 - 1. Whether the proposed development plan is consistent with Envision Franklin, the purpose of this Ordinance, and other applicable City plans;
 - 2. Whether the proposed development plan is being used to avoid compliance with the standards and requirements of this Ordinance or for the other zoning districts that implement Envision Franklin;
 - 3. Whether the proposed development will be adequately served by existing or planned public facilities and infrastructure and that proposed improvements needed to serve the site comply with relevant City requirements;
 - 4. Whether the proposed development plan will provide community amenities to support the public health, safety, and welfare of the public; and
 - 5. If development is proposed to occur in phases, whether legal assurance are provided, in a format suitable to the City attorney, that project improvements, such as parking structures, multi-

use paths, street connections, and neighborhood amenities that are necessary and desirable for residents of the project or that are of benefit to the City are constructed as early in the project phasing as is technically feasible.

- B. Recommendations and final action for a modification of standards shall be based on consideration of the following criteria:
 - 1. The modification will enhance the design of the development more than if the standards were strictly adhered to;
 - 2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property; and
 - 3. The modification is consistent with the intent of Envision Franklin.
- C. Conditions of approval may be imposed to:
 - 1. Secure the purposes of this Ordinance and protect the public health, safety, and general welfare; and
 - 2. Ensure compatibility of development with surrounding land uses and buildings.

20.8.14 Effect of Approval on Project Entitlements and Design

The project entitlements approved in the development plan shall be subject to the application of the development standards of this Ordinance, as may be modified by any MOS, and any conditions of approval. If, upon the application of the development standards, as may be modified by any MOS, and the conditions of approval, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achieved from the

application of the standards in this Ordinance, as may be modified by any MOS, and any conditions of approval. The applicant may not apply for a variance to achieve the maximum allowable entitlements after approval of the development plan.

20.8.15 Expiration of a Development Plan

- A. In accordance with T.C.A. § 13-4-310, development plans will expire three years after their approval date, corresponding to the expiration of their vesting. The approval date is the effective date of the resolution as voted on by the BOMA.
- B. To keep a development plan valid, an applicant must:
 - 1. Secure the approval of a site plan (for purposes of T.C.A. in this instance is considered the final development plan);
 - 2. Obtain necessary permits to start site preparation; and
 - 3. Begin site preparation work, which includes any of the following activities: excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements, such as water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.
- C. If all three requirements are met, a development plan will be valid for an additional two years.
- D. A development plan will then expire within five years (three years plus the additional two years granted) of the original approval date, unless the applicant commences

construction. Construction, for purposes of this Subsection, means that any foundation of a building are installed and the building has begun to be erected vertically.

- E. If construction commences within five years of the original approval date, the development plan will remain valid for:
 - 1. Ten years from the original approval date for single-phase development plan; or
 - 2. 15 years from the original approval date for a multi-phase development plan.
- F. If a project is not complete by the end of this time period, the applicant/developer may request an extension of the vesting period and extension of the development plan expiration date, pursuant to Section 20.19, Vesting.

20.8.16 Revisions to an Approved Development Plan

Revisions to an approved development plan are still subject to the expiration date of the original approval of the development plan in Subsection 20.8.15, Expiration of a Development Plan. As such, revisions to development plans approved after a project has commenced construction will also not “restart” the clock on expiration timelines.

Revisions to an approved development plan that are denied by the applicable review body may affect the vesting property rights, per Section 20.19, Vesting.

Review of requests for revisions to an approved development plan are subject to one of the three processes described in Paragraphs 20.8.16.A through C below:

A. Revision by BOMA Resolution

The following revisions trigger the entire review procedures and public notification, including neighborhood meeting, as

required for the original development plan approval, with final action by BOMA resolution:

- 1. Any increase in entitlements, including the number of dwelling units or nonresidential square footage;
- 2. Changes or increase from single family residential to any other residential use;
- 3. Changes in nonresidential square footage related to institutional or industrial use;
- 4. Adding a use that is not otherwise identified on the approved development plan;
- 5. A change in the number or location of external access points or streets classified as collector or arterial street;
- 6. Revisions to the widths or lengths of provided buffers, historic resource edge treatments, stormwater, etc.;
- 7. Any revision to a condition of approval required by the BOMA; or
- 8. Any revision that requires a MOS or that requires a change to a previously-approved MOS.

B. Revision by FMPC Approval

The following revisions trigger the entire review procedures and public notification, including neighborhood meeting, as required for the original development plan approval, with final action by the FMPC:

- 1. Changes to setbacks or frontage types approved as part of the development plan that change the character of the project;
- 2. Major changes to typical lots or building sites in either dimension or number of lots or building sites in a section or throughout the development;
- 3. Reduction in approved open space within any section of the development

- plan, which impacts the plan;
4. Changes in building types, building heights, or number of stories, which impact the visual character or transitional features of the section or plan;
 5. Significant changes to the internal street network, block layout, or intersection configuration, such as the elimination of streets or connection points;
 6. Any impact to existing historic sites or structures, other than impacts previously approved;
 7. Major changes to parking layout, which adversely alter parking convenience or changes the character of the plan; or
 8. Substantial revision to drainage, streets, stormwater quality or quantity, or other engineering design changes that alter those items as approved in the development plan, including significant changes in traffic circulation.

C. Minor Revisions

1. Revisions not meeting the criteria of either Paragraphs 20.8.16.A or B are considered minor revisions that have minimal impact upon the project. Minor revisions may be approved by the Department of Planning and Sustainability.
2. The Department of Planning and Sustainability may choose to forward any revised development plan to the BOMA or FMPC for review, pursuant to the applicable application requirements.

20.9 Preliminary Plat

See the Subdivision Regulations.

20.10 Variance

20.10.1 Purpose

- A. The purpose of a variance is to:
 - 1. Provide limited relief from the requirements of this Ordinance in cases where strict application of a particular requirement would create an unnecessary hardship prohibiting the use of land in a manner otherwise allowed under this Ordinance; and
 - 2. Address extraordinary, exceptional, or unique situations that were not caused by the applicant's act or omission.
- B. Variances are not intended merely to remove inconveniences or financial burdens that the requirements of this Ordinance may impose of property owners in general.

20.10.2 Applicability

Variances shall comply with the specific review procedures in this Section.

20.10.3 Application Submittal

A variance application shall be submitted in accordance with Section 20.2, Common Review Procedures.

20.10.4 Staff Review

In accordance with the submittal schedule posted on the City website, the Department of Planning and Sustainability shall:

- A. Review the application and coordinate with any other affected departments; and
- B. Prepare the final review and make a recommendation to the BZA.

20.10.5 BZA Final Action

The BZA shall review the variance application at a public meeting, hold a public hearing, and vote for:

- A. Approval;
- B. Approval with conditions;
- C. Disapproval; or
- D. Deferral for continued review of the application.

20.10.6 Approval Criteria

- A. The BZA may authorize a variance only in accordance with the following criteria:
 - 1. Where, by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of this Ordinance or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition, such piece of property is not able to accommodate development as required under this Ordinance;
 - 2. The strict application of any provision enacted under this Ordinance would result in peculiar and exceptional practical difficulties to or exceptional or undue hardship upon the owner of such property; and
 - 3. Such relief may be granted without substantial detriment to the public good and without substantially impairing the purpose and intent of the zoning map and this Ordinance.
- B. Variance requests for property subject to Section 17.6, Floodplain Protection, shall comply with Subsection 17.6.5, Appeals to the Board of Zoning Appeals.
- C. Conditions of approval may be imposed on the proposed use and the property to be developed or used pursuant to such approval as the BZA determines are required to ensure compliance with this Section.
- D. The fact that a site or development does not conform to this Ordinance prior to the

consideration of a variance application may not be used as a basis for the granting of a variance.

20.10.7 Effect of a Variance

- A. The issuance of a variance shall authorize only the particular variation that is approved in the variance.
- B. A variance, including any conditions of approval, shall run with the land and shall not be affected by a change in ownership.
- C. The issuance of a variance shall not result in an action that has the effect of allowing a use or the use regulations not otherwise permitted in the applicable zoning district or overlay district. Any action that has in effect changed the district shall be deemed to be a violation of this Section and shall be of no force and effect.

20.10.8 Subsequent Development

Development authorized by the variance shall only be carried out when the applicant has secured all other approvals required by this Ordinance or any other applicable ordinances or regulations.

20.10.9 Time Limit

- A. Unless otherwise specified in the variance, an application for a building permit shall be applied for and issued within one year of the date of variance approval; otherwise, the variance shall become invalid.
- B. Upon written request, one extension of six months may be granted by the Department of Building and Neighborhood Services if the applicant can show good cause.
- C. The decision of the Department of Building and Neighborhood Services as to what constitutes substantial compliance with the time limit or applicable conditions for a variance shall be final.

20.10.10 Amendment to an Approved Variance

A variance may be amended, extended, or modified only in accordance with the procedures and standards established for its original approval. A request for a change in the conditions of approval of a variance shall be considered an amendment and subject to the full review procedure set forth in this Section.

20.11 Certificate of Appropriateness

20.11.1 Purpose

The purpose of a certificate of appropriateness is to ensure that development, construction, alteration, or demolition of structures in the HPO district meets the intent of the Historic Design Guidelines regarding the appropriateness of the:

- A. Exterior architectural features of new structures to be constructed;
- B. Exterior design, modification, alteration, or extension of existing structures;
- C. Setbacks, parking, sidewalks, driveways, fencing, signage, or other features that might affect the character of a historic resource; and
- D. General compatibility of design, arrangement, texture, and materials of the exterior of the structures in relation to similar features of structures in the immediate surroundings.

20.11.2 Applicability

- A. Certificates of appropriateness shall comply with the specific review procedures in this Section.
- B. Within the HPO district, the issuance of a certificate of appropriateness shall be required prior to:
 - 1. The issuance of a building permit or demolition permit;
 - 2. The installation, construction, alteration, relocation, or demolition of a sign, fence, or wall;
 - 3. Exterior work in accordance with the Historic District Design Guidelines; and
 - 4. Approval of a site plan.
- C. For single-family residential site plans, an applicant may request a partial certificate of appropriateness prior to final action on

a site plan. In these cases, a certificate of appropriateness shall be issued prior to issuance of a building permit.

20.11.3 Exemptions

Building permits for work on the interior of a structure, such as electrical, interior structural, etc., shall be exempt from this Section, provided that the work will not alter the external appearance or the gross floor area of the structure.

20.11.4 Application Submittal

- A. A certificate of appropriateness application shall be submitted in accordance with Section 20.2, Common Review Procedures.
- B. Applications within the HPO shall provide a three-dimensional model of the proposed development and all buildings on any adjacent lots or building sites when development consists of the following:
 - 1. A building with a height of three stories or more; or
 - 2. A building with a facade width of 100 feet or more.

20.11.5 Administrative Final Action

- A. The Department of Planning and Sustainability may review and approve minor alterations and installations not substantially affecting the exterior appearance of the property in accordance with the Historic District Design Guidelines.
- B. The Department of Planning and Sustainability may approve such installations administratively or refer the proposed project to the HZC for final action.

20.11.6 HZC Final Action

- A. The Department of Planning and Sustainability shall review the application and make a recommendation to the HZC.
- B. The HZC shall review the application within 30 days following the availability of sufficient information; however, the timeframe may be extended by mutual agreement.
- C. The HZC shall review the certificate of appropriateness application at a public meeting and vote for:
 - 1. Approval;
 - 2. Approval with conditions;
 - 3. Denial with grounds stated in writing; or
 - 4. Deferral for continued review of the application.
- D. Following the HZC approval of a certificate of appropriateness, the Department of Planning and Sustainability shall issue a written certificate of appropriateness. A building permit or other required application then may be processed in accordance with this Ordinance and Title 12 of the Municipal Code.
- E. Following the HZC disapproval of a certificate of appropriateness, the applicant shall be notified in writing by the Department of Planning and Sustainability.

20.11.7 Approval Criteria

- A. For new construction or alterations to an existing structure, recommendations and final action on a certificate of appropriateness shall be based on consideration of the following criteria:
 - 1. Whether the proposed action is consistent with the intent of the HPO district;
 - 2. Whether the proposed action would complement other structures or

exterior arrangements within the HPO district; and

- 3. Whether the proposed action complies with the Franklin Historic District Design Guidelines.
- B. For removal, relocation, or demolition, final action on a certificate of appropriateness shall be based on consideration of the following criteria:
 - 1. Whether the proposed action is consistent with the intent of the HPO district; and
 - 2. Whether the proposed action complies with the Historic District Design Guidelines.

20.11.8 Appeals

The HZC shall have jurisdiction relating to historic zoning matters. Anyone who may be aggrieved by the final order or judgment of the HZC may have the order or judgment reviewed by the courts by the procedures set forth in T.C.A. § 27-9-101 et seq.

20.12 Site Plan

20.12.1 Purpose

The purpose of a site plan is to ensure site development compliance with all applicable standards in this Ordinance and to develop a site construction plan set.

20.12.2 Applicability

- A. Site plans shall comply with the specific review procedures in this Section.
- B. Site plan approval shall be required for development prior to the issuance of a grading permit or building permit, unless exempted by Subsection 20.12.4, Exemptions.
- C. Site plans shall be submitted for approval by the FMPC if the application includes:
 - 1. A buffer per Section 12.7, Buffers;
 - 2. A new structure exceeding six stories or 75 feet;
 - 3. Property within the HPO;
 - 4. Property in the OR district related to a nonresidential use;
 - 5. Property within the 1ST or 5TH districts and within the FWO or FFO;
 - 6. A telecommunication tower not administratively approvable pursuant to Paragraph 5.1.4.T, Telecommunication Towers and Antennas;
 - 7. A unified site plan;
 - 8. An event venue;
 - 9. A gas station;
 - 10. A bed and breakfast; or
 - 11. A civic building.
- D. All other site plans shall be subject to administrative review and approval by the DRT.

20.12.3 Unified Site Plan

- A. Nonresidential uses with two or more lots may be submitted as a unified site plan.

- B. Multifamily residential in the RC6 and RC12 districts, where permitted as part of the overall building square footage of a development, shall be submitted as a unified site plan that includes the entire development site.
- C. Requirements for unified site plans shall be determined based on the perimeter lot lines of the overall site, regardless of the location, ownership, size, or quantity of the interior lots.
- D. Unified site plans shall comply with the following:
 - 1. Bulk requirements to be considered in aggregate shall include buffers, building setbacks, open space, landscape surface area, tree protection, parking, and stormwater requirements;
 - 2. Site development for all lots shall be depicted on the unified site plan;
 - 3. The unified site plan shall serve as the preliminary plat in the platting process; and
 - 4. The final plat shall be required to contain perpetual maintenance agreements for shared responsibility of site improvements.

20.12.4 Exemptions

The following development shall be exempt from site plan review, but shall comply with all standards of this Ordinance and any other City requirements prior to issuance of a building permit:

- A. Plans for a house or duplex;
- B. Plans for nonresidential additions that do not exceed ten percent of the square footage of the building and do not require a stormwater permit or grading permit, pursuant to Section 23-102 of the Municipal Code;
- C. Additions to parking areas, open spaces,

or accessory structures that do not require a stormwater permit or grading permit, pursuant to Section 23-102 of the Municipal Code;

- D. The internal construction or change in floor area of a development that does not increase gross floor area, increase the intensity of use, or affect parking requirements on a site that meets all development and site design standards of this Ordinance; and
- E. Temporary uses, pursuant to Section 5.3, Temporary Uses and Structures, that do not require a stormwater permit or grading permit, pursuant to Section 23-102 of the Municipal Code.

20.12.5 Pre-Application Requirements

- A. The DRT may require a pre-application meeting with the applicant to review the draft site plan and identify any initial conflicts with this Ordinance.
- B. The applicant shall submit pre-application documents to the Department of Planning and Sustainability at least 14 days prior to the initial submittal.

20.12.6 Application Submittal

- A. The applicant shall submit a site plan application in accordance with Section 20.2, Common Review Procedures. The submittal shall be within 120 days of the pre-application meeting, if applicable.
- B. Applications for buildings that exceed six stories or 75 feet shall include a viewshed analysis that includes three-dimensional imagery of the proposal and the surrounding buildings and properties to better understand how the proposed building will impact the nearby built and natural environment.

20.12.7 Staff Review

In accordance with the submittal schedule posted on the City website:

- A. The DRT shall review the application;
- B. The Department of Planning and Sustainability shall send comments from the DRT to the applicant; and
- C. The applicant shall address the comments and submit a revised application within three resubmittal dates in accordance with the FMPC bylaws.

20.12.8 Final Action

A. Administrative Final Action

- 1. Upon submittal of a revised application, the DRT shall make a decision to:
 - a. Approve;
 - b. Approve with conditions; or
 - c. Disapprove with the option for the applicant to re-submit.
- 2. The DRT decision shall be placed on an administrative agenda.
- 3. The applicant may appeal any DRT decision or conditions of approval to the FMPC. This appeal shall be filed with the Department of Planning and Sustainability within 14 days of the administrative agenda and shall be placed on the next available the FMPC agenda.

B. FMPC Final Action

- 1. Upon submittal of a revised application, the Department of Planning and Sustainability shall prepare a final review and make a recommendation to the FMPC.
- 2. The FMPC shall review the site plan at a public meeting and vote for:
 - a. Approval;
 - b. Approval with conditions;
 - c. Disapproval; or

- d. Deferral for continued review of the application.

20.12.9 Approval Criteria

Recommendations and final action on a site plan shall be based on consideration of the following criteria:

- A. Whether the proposed development complies with the applicable zoning district and overlay districts;
- B. Whether the proposed development is consistent with all standards of this Ordinance and other related codes and ordinances enforced by the City; and
- C. Whether the proposed development meets all the requirements or conditions of any other applicable development approvals, such as a development plan or associated modification of standards.

20.12.10 Non-Vested Site Plans and Time Limits

The following time limits shall apply to site plans that were approved on or before December 31, 2014, or approved on or after January 1, 2015, that are associated with a development plan, concept plan, or preliminary plat originally approved on or before December 31, 2014:

- A. Unless otherwise specified in the site plan approval, an application for a building permit shall be applied for and the permit issued within one year of the date of the site plan approval, otherwise the site plan shall become invalid. Permitted timeframes do not change with successive owners.
- B. Site plans for residential development that do not have an approved building permit within one year of the date of the site plan approval, a grading and stormwater permit shall be approved and construction of streets, water, sewer, sidewalk, utilities, and any other infrastructure shall have

commenced within one year of the date of the residential site plan approval.

- C. Upon written request, the applicant may request a one-year extension of the site plan approval from the review body responsible for the original approval. The extension shall be requested prior to the expiration date. All dates are calculated from the date of site plan approval by the applicable review body, not the date that plans are stamped for permitting.

20.12.11 Expiration of a Site Plan

- A. In accordance with T.C.A. § 13-4-310, site plans will expire after three years of their approval date or upon the expiration of its vesting, whichever occurs first. The approval date of a site plan is the date upon which the item is approved, or approved with conditions, on an administrative or FMPC agenda.
- B. A site plan expiration date may be extended if the applicant:
 - 1. Obtains necessary permits to start site preparation; and
 - 2. Begins site preparation work, which includes any of the following activities: excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements, such as water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.
- C. If both requirements in Paragraph 20.12.11.A above are met, a site plan will then expire five years after the original approval date (without a request for an extension), or upon the expiration of its

vesting, whichever comes first.

- D. If construction commences within five years of the original approval date, the site plan will remain valid for:
 - 1. Ten years for a single-phase development plan; or
 - 2. 15 years for a multi-phase development plan or until the vesting of any associated development plan or preliminary plat expires.
- E. Construction, for purposes of this Subsection, means that any foundations for a building are installed and the building has begun to be erected vertically.
- F. If a site plan is not associated with a development plan or preliminary plat and is not complete by the end of this time period, the applicant/developer can request an extension of the vesting period and extension of the site plan expiration date, see Section 20.19, Vesting.

20.12.12 Changes to an Approved Site Plan

Changes to a site plan are still subject to the expiration date of the original approval of a site plan, pursuant to Subsection 20.12.11, Expiration of a Site Plan. As such, changes to site plans approved after a project has commenced construction will also not “restart” the clock on expiration timelines.

Revisions to an approved site plan that are denied by the applicable review body may affect the vesting property rights, per Section 20.19, Vesting.

When an applicant requests changes to an approved site plan, the applicable review body may need to reapprove the change depending on the significance of the changes requested and whether the site plan is considered a vested plan in accordance with Section 20.19, Vesting. The DRT shall make these determinations

based on the following criteria:

A. Site Plan Revision

Significant changes that would substantially affect the terms of the original approval or result in significant adverse impacts on the surrounding properties or the City at-large shall be considered a site plan revision and require a new site plan application. Such site plan revisions shall be subject to review and approval by the original review body. The criteria for site plan revisions include the following:

- 1. The density of the development is to be increased;
- 2. The gross square footage of nonresidential buildings is to be increased or the number of stories is to be reduced or increased;
- 3. Required landscaping materials are to be deleted;
- 4. Required open space is to be deleted;
- 5. There is any change in plans for historic structures or sites;
- 6. Drainage, streets, or other engineering design changes will materially alter items approved in the site plan; or
- 7. There are any major changes that could potentially create an adverse impact on stormwater quality, stormwater quantity, or other Stormwater Management Ordinance requirements.

B. Site Plan Amendment

Minor changes that do not meet the criteria in Paragraph 20.12.12.A above may be requested through a site plan amendment. Site plan amendments do not require a new application and shall be subject to review and approval by the DRT.

- C. Changes to vested site plans may result in the review body denying their vesting, as outlined in Section 20.19, Vesting.

20.13 Final Plat

See the Subdivision Regulations.

20.14 Grading Permit

See the Stormwater Management Ordinance. All proposed development shall be shown on an approved development plan or site plan prior to grading.

20.15 Building Permit

In addition to this Chapter, see the Subdivision Regulations and all applicable building codes.

20.15.1 Application Submittal

In applying to the Department of Building and Neighborhood Services for a building permit, the applicant shall:

- A. Submit a dimensioned sketch or scale plan indicating the shape, size, and location of the lot to be built upon, and the shape, size, height, and location of existing buildings and buildings proposed to be constructed or altered;
- B. State the existing and proposed uses of buildings or structures on the permit application;
- C. Submit a geotechnical report where grading is proposed on a lot containing naturally occurring slopes of 20 percent or greater to ensure proper slope stability; and
- D. Supply any other information required by the Department of Building and Neighborhood Services for determining compliance with this Ordinance.

20.15.2 Critical Lots

- A. A critical lot plan must be submitted prior to issuance of a building permit for single family residential lots deemed to be critical lots. Critical lots are:
 1. Lots that are difficult to stabilize due to exposed subsoil, steep slopes, extent of exposure, and are subject to erosion or sedimentation as a result of cutting, filling, grading, or other disturbance of the soil;
 2. Lots with areas prone to flooding due to aging or undersized stormwater infrastructure;
 3. Lots where the build-out has the potential to impact or disrupt public utilities crossing the lot;
 4. Lots with other site conditions that warrant additional administrative review; or
 5. Lots with tree save areas or specimen trees to be preserved as part of a site plan approval.
- B. Critical lots shall be reviewed by the Planning and Sustainability Department or Engineering Department, as applicable, prior to issuance of a building permit.

20.15.3 Administrative Final Action

If the proposed construction is in conformity with this Ordinance and other applicable ordinances, then the Department of Building and Neighborhood Services shall issue a building permit. If the building permit is denied, then the Department of Building and Neighborhood Services shall state the cause of denial in writing.

20.16 Performance Agreement

See Chapter 21, Performance Agreements.

20.17 Sign Permit

20.17.1 Purpose

The purpose of a sign permit is to ensure that the design, type, installation, construction, alteration, or relocation of a sign complies with this Ordinance.

20.17.2 Applicability

- A. Sign permits shall comply with the specific review procedures of this Section.
- B. Installation, construction, alteration, or relocation of a sign shall be subject to issuance of a sign permit by the Department of Building and Neighborhood Services, unless exempted in Subsection 20.17.3, Exemptions.
- C. Within the HPO, a certificate of appropriateness shall be obtained prior to issuance of a sign permit. If a sign permit is not required, a certificate of appropriateness shall be required prior to installation, construction, alteration, relocation, or demolition of a sign.
- D. In cases where an electrical permit is required, it shall be obtained at the same time as the sign permit.

20.17.3 Exemptions

- A. The following signs may be installed, constructed, altered, relocated, or demolished without a sign permit, but shall be subject to all applicable standards in Chapter 15, Signs:
 - 1. Ballfield fence signs;
 - 2. Convenience signs;
 - 3. Flags;
 - 4. Public signs;
 - 5. Signs required for Americans with Disabilities Act compliance;
 - 6. Integral signs;
 - 7. Sandwich board signs (which require

a permit in the HPO pursuant to the Municipal Code);

- 8. Temporary construction site signs; and
- 9. Temporary signs.
- B. The following activities may be conducted without obtaining a sign permit:
 - 1. Cleaning and other normal maintenance and repair of a sign, unless a structural or design change is made.
 - 2. Painting or repainting of a sign; however, alterations in the paint color of a sign within the HPO shall require a certificate of appropriateness.
 - 3. Changing the contents of sign area, provided the size, shape, and location remains unchanged, pursuant to Chapter 15, Signs, unless in the HPO.

20.17.4 Application Submittal

A sign permit application shall be submitted in accordance with the requirements established by the Department of Building and Neighborhood Services.

20.17.5 Administrative Final Action

The Department of Building and Neighborhood Services shall review the sign permit application and take final action to approve or disapprove the application.

20.17.6 Approval Criteria

Final action shall be based on whether the application meets Chapter 15, Signs, any other applicable provision of this Ordinance, and all applicable building codes.

20.17.7 Time Limit

- A. Installation, construction, alteration, relocation, or demolition of a sign authorized by a sign permit shall be completed within 180 days of the date of the sign permit approval.
- B. Upon written request, one six-month

extension may be granted by the Department of Building and Neighborhood Services if the applicant can show good cause.

20.18 Appeal of Administrative Decision

20.18.1 Purpose

The purpose of an appeal of administrative decision is to provide a process:

- A. Where it is alleged by the applicant that there is error in any order, requirement, permit, decision, or refusal made by any administrative official in carrying out or enforcing any provision of this Ordinance; and
- B. For interpretations of the zoning map when there are disputed questions of lot lines or district boundary lines as they arise in the administration of the zoning regulations.

This Section establishes the specific review procedures for appeals of administrative decision.

20.18.2 Applicability

- A. For certain standards in this Ordinance, the DRT has the expressed authority to make a determination of whether and to what extent to apply a standard. If an applicant disagrees with a DRT decision, the applicant may appeal the decision to the FMPC.
- B. All other appeals of administrative decisions shall comply with the specific procedures in this Section.

20.18.3 Application Submittal

An appeal shall be made in accordance with Section 20.2, Common Review Requirements, except as varied below:

- A. Appeals shall be initiated by the person aggrieved or affected by the order, decision,

determination, or interpretation made by the administrative official.

- B. A written appeal shall be filed with the Department of Planning and Sustainability within 30 days of the date of the order, decision, determination, or interpretation.

20.18.4 Forwarding of the Record to the BZA

Upon receiving the written appeal, the Department of Planning and Sustainability shall gather and transmit to the BZA the record of the appeal, which includes the written appeal and all papers, documents, and other materials relating to the order, decision, determination, or interpretation.

20.18.5 BZA Final Action

The BZA shall review and make a decision on the appeal in accordance with this Ordinance, State law, and the BZA bylaws.

20.18.6 Review Criteria

An order, decision, determination, or interpretation shall not be reversed or modified, unless there is competent, material, and substantial evidence in the record that it fails to comply with either the procedural or substantive requirements of this Ordinance and State law.

20.18.7 Conditions

The BZA may impose conditions upon an affirmative decision to ensure that the requirements and purpose of this Ordinance are followed in the order, decision, determination, or interpretation.

20.19 Vesting

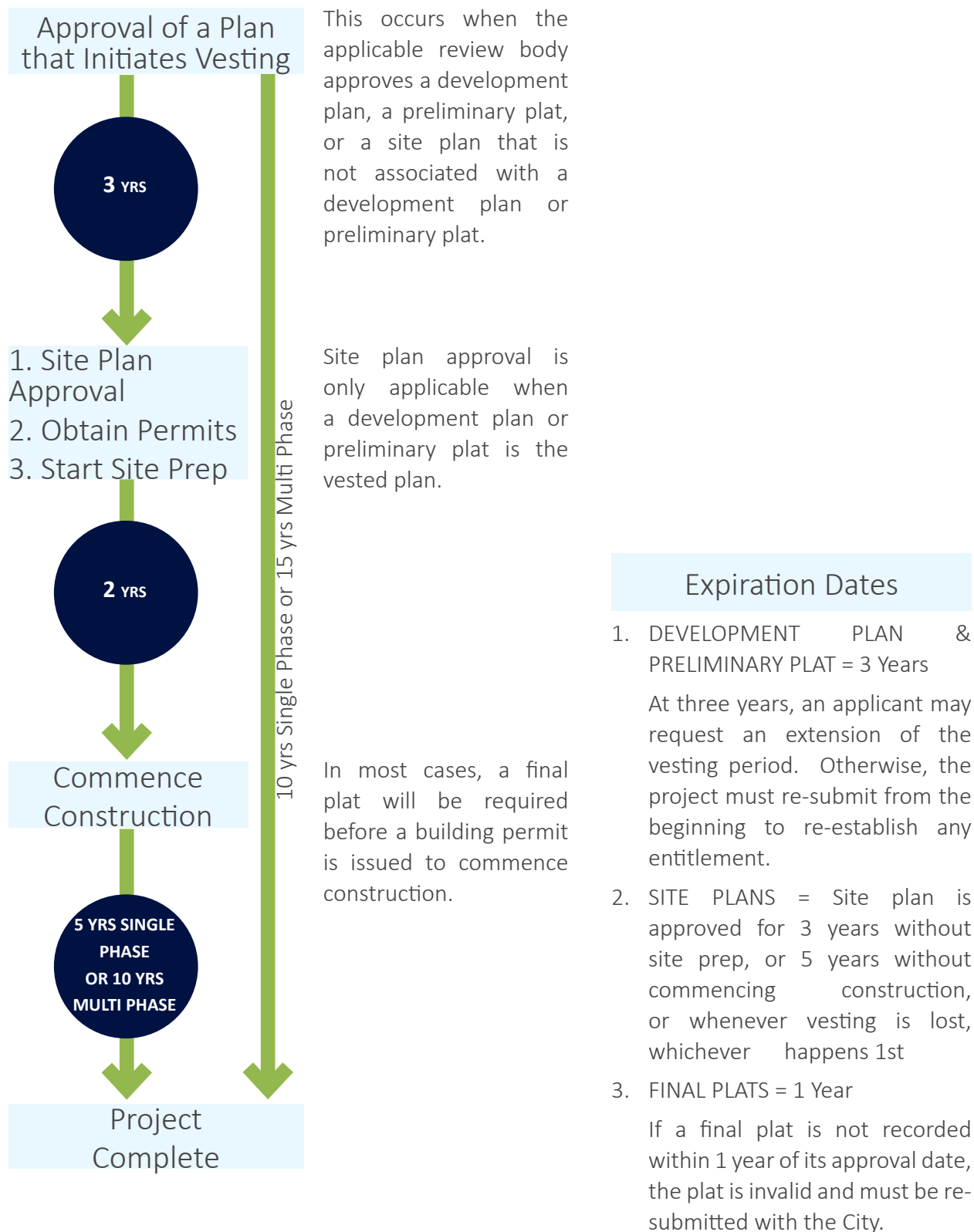
20.19.1 Initiation of Vesting

- A. In accordance with T.C.A. § 13-4-310, and subject to the exceptions set forth in said statute, vesting shall be initiated by the approval of a plan listed below on or after January 1, 2015, by the applicable review body:
1. Development plan;
 2. Preliminary plat; or
 3. Site plan that is not associated with an approved development plan or preliminary plat.
- B. For the remainder of this Section, these approved applications shall be referred to as “vested plans”.

20.19.2 Vesting Periods

- A. The approval of a plan in accordance with Subsection 20.19.1, Initiation of Vesting, will initiate a vesting period, during which the development standards adopted by the City and in effect on the date of approval shall remain the applicable standards to the vested plan during its vesting period.
- B. The vesting period applicable to a vested plan shall be a period of three years and begins on the date of approval by the applicable review body, which is either:
1. The effective date of the BOMA resolution approving the development plan;
 2. The meeting date of the FMPC meeting approving the preliminary plat or site plan (not associated with an approved development plan or preliminary plat); or
 3. The date of the administrative agenda approving the preliminary plat or site plan (not associated with an approved development plan or preliminary plat.
- C. To keep a vested plan vested, an applicant must:
1. Secure the approval of a site plan (only applicable when a development plan or preliminary plat is the vested plan);
 2. Obtain necessary permits to start site preparation; and
 3. Begin site preparation work, which includes any of the following activities: excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements such as water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.
- D. Should the applicant meet the three requirements of Paragraph 20.19.2.C, the vesting period shall be extended an additional two years from the date of the expiration of the three-year period. During this additional time granted, the applicant shall commence construction and maintain any necessary permits in order to remain vested. Construction, for purposes of this Section, means that any foundations for a building are installed and the building has begun to be erected vertically.
- E. If construction commences, the vesting period shall be extended for a total of ten years from the date of approval of the vested plan, provided that the applicant maintains any necessary permits during the ten-year period.
- F. If the vested plan is identified with two or more sections/phases, then the vesting period shall be extended for total of 15 years from the date of approval of the vested plan, provided that the applicant

Figure 20.19.2.A Vesting Flowchart



maintains any necessary permits during the fifteen-year period.

- G. In the case of developments which proceed in two or more sections or phases as described on the vested plan, there shall be a separate vesting period applicable to each section or phase. The development standards which are in effect on the date of approval of the vested plan for the first section or phase shall remain the development standards applicable to all subsequent sections or phases of the development; provided, that the total vesting period for all phases shall not exceed 15 years from the date of approval of the vested plan for the first section or phase, provided that the applicant maintains any necessary permits during the 15-year period.

20.19.3 Extension of Vested Rights

- A. An applicant may request an extension of their vesting period, which is subject to review and approval by the original review body; however, if the DRT was the original review body, the FMPC shall serve as the review body for the requested extension.
- B. The extension request shall be made prior to end of the vesting period.
- C. The extension request shall be provided in writing to the Department of Planning and Sustainability. The request shall provide rationale as to why the extension shall be granted, and how the extension of the vesting period is in the best interest of the community to allow the development to proceed under the existing plan while extending the vested property right.
- D. The extension request shall specify a new expiration of the vesting period.
- E. If the extension is not granted, the vested rights will terminate at the end of the

original vesting period.

20.19.4 Revision of Vested Plans and Retention of Vested Rights

- A. Recommendations and final action on a revision to a vested plan shall be based on consideration of the following criteria:
 1. Whether the proposed revision is consistent with all standards of the Ordinance and other applicable development standards in effect on the original approval date of the vested plan; and
 2. Whether the proposed development meets all the requirements or conditions of any other applicable development approvals, such as a development plan or associated modification of standards.
- B. If a governing review body approves a revision to a vested plan, the vesting right is retained.
- C. A revision to a vested plan may be denied based on the following as it is deemed to affect vesting:
 1. Alters the proposed use;
 2. Increases the overall area of development;
 3. Alters the size of any nonresidential structures included in the development plan;
 4. Increases the density of the development so as to affect traffic, noise or other environmental impacts; or
 5. Increases any local government expenditure necessary to implement or sustain the proposed use.
- D. If a revision to a vested plan is denied based on written finding of any of the items listed in Clause 20.19.4.C.1 through 5 above, the applicant has the following two options:

1. Proceed under the prior approved plan with the associated vested rights; or
 2. Allow the vested property rights to terminate and submit a new application under this Chapter.
- E. Notwithstanding this Subsection, a vested property right shall not terminate if the BOMA determines, in writing, that it is in the best interest of the community to allow the development to proceed under the plan without terminating the vested property right.

20.19.5 Violation of Conditions of Approval

The approval of a vested plan shall be subject to any conditions established at the time of approval. Pursuant to T.C.A. § 13-4-310, if the established conditions of approval for a vested plan are not met, the applicant shall be allowed 90 days to cure the violation of any condition of approval; provided further, that the governing review body responsible for the vested plan approval may grant additional time to cure the violation, upon a written determination that it is in the best interest of the community. Thereafter, the violation of any such conditions shall cause the vested rights applicable to the vested plan to terminate. However, the governing review body may allow a property right to remain vested despite the occurrence of the violation when a written determination is made that such continuation is in the best interest of the community.

20.19.6 When Vesting Does Not Apply

- A. A vested development standard shall not preclude local government enforcement of any development standard when:
1. The City obtains written consent by the owner/applicant;
 2. The City determines in writing that compelling evidence exists that the development plan seriously threatens the public health, safety, or welfare of the community and the threat cannot be mitigated within a reasonable period of time by the applicant using the vested property rights;
 3. The City determines in writing the existence of a natural or man-made hazard on or in the immediate vicinity of the subject property, not identified on the development plan, and which if uncorrected would pose a serious threat to the public health, safety, or welfare and the threat cannot be mitigated within a reasonable time period by the applicant using the vested rights; or
 4. A development standard is required by federal or state law, rule, regulation, policy, corrective action, order or other type of governance that is required to be enforced by local governments, such as stormwater or FEMA requirements; or
 5. A local government is undertaking an action initiated or measure instituted in order to comply with a newly enacted federal or state law, rule, regulation, policy, corrective action, order or other type of governance.
- B. A vested property right does not preclude, alter, or impair the authority of a local government to exercise its eminent domain powers provided by law.

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CHAPTER 21

PERFORMANCE AGREEMENTS

21.1 General Provisions	323
21.2 Establishment of a Performance Agreement	323
21.3 Performance Agreement Period	324
21.4 Extension, Reduction, or Release of Improvements	325
21.5 Procedure for Reduction or Release of Improvements	326
21.6 Maintenance Agreement	328
21.7 Failure to Complete Improvements	329

21.1 General Provisions

21.1.1 Applicability

- A. Following approval of a site plan or final plat, the applicant shall either:
 1. Complete and dedicate all public improvements, complete all private improvements, install all landscape improvements, and complete all off-site improvements, as applicable, prior to receiving a building permit; or
 2. Enter into a performance agreement with the City and provide sufficient surety to ensure the completion, construction, installation, and dedication of all required improvements.
- B. All applicants of site plans or final plats shall be required to enter into a maintenance agreement following the release of the performance agreement, as applicable. See Section 21.6, Maintenance Agreements.

21.2 Establishment of a Performance Agreement

When a performance agreement is required pursuant to Clause 21.1.1.A.2, the Department of Planning and Sustainability shall prepare a performance agreement that individually lists each required improvement. The applicant shall fully execute the performance agreement with the City and provide sufficient surety in accordance with this Chapter.

21.2.1 Calculation of Performance Agreement Amounts

- A. The performance agreement shall be in the amount of 110 percent of the actual estimated cost of the listed improvements. The performance agreement shall secure satisfactory completion of each required improvement per Subsection 21.2.2, Surety

Requirements.

- B. Infrastructure improvement unit prices are established by the BOMA and the FMPC and are posted on the City website.
- C. The infrastructure improvements surety amounts shall be calculated by the applicant's project engineer or design professional, subject to approval by the DRT. As an alternative, the DRT may establish performance agreements for infrastructure.
- D. Notwithstanding Paragraph 21.2.1.C above, performance agreements for infrastructure shall be subject to approval by the FMPC when an agreement amount deviates from the posted calculations or when an applicant wishes to appeal the amount.
- E. Landscape improvement amounts shall be calculated by the Department of Planning and Sustainability and approved pursuant to the site plan review and approval process.

21.2.2 Surety Requirements

- A. A performance agreement shall be secured by one of the following:
 1. An irrevocable standby letter of credit with an automatically renewable feature, often called an "evergreen" letter of credit;
 2. A cashier's check, payable to City of Franklin; or
 3. Other method of surety deemed adequate by the Department of Planning and Sustainability.
- B. The beneficiary of the surety shall be the City of Franklin.
- C. Letters of credit shall be issued by a financial institution located within the United States of America, organized and operating under the laws of the State of Tennessee or the United States of America,

and whose deposits are insured by either the Federal Deposit Insurance Corporation or National Credit Union Administration.

D. The financial institution shall permit the letter of credit to be presented for collection at a place physically located within Williamson or Davidson County, Tennessee. Alternatively, the financial institution may choose to provide a means for facsimile presentation, under the following conditions:

1. The financial institution must operate a minimum of one branch or office open to the public, located in Williamson or Davidson County, Tennessee;
2. Presentation of draw documents by the beneficiary shall also be permitted via overnight courier service to the financial institution's department where issuance of letters of credit transpires;
3. Facsimile numbers for presentation shall be printed in the letter of credit, with a statement that modifications to, or discontinuation of, facsimile numbers shall be provided the beneficiary via amendment; and
4. A means of backup shall be provided in the letter of credit, for an occasion when the facsimile number is inoperable for any reason. Backup information in the letter of credit shall include either:
 - a. A physical location address in Williamson or Davidson County, Tennessee, to be accessed only if the facsimile number is inoperable for any reason; or
 - b. The financial institution shall print in the letter of credit that if for any reason the facsimile number noted in the letter of credit is inoperable at a time when the beneficiary

is attempting to present draw documents, then draw documents shall be considered timely when the financial institution is presented with a facsimile machine transmittal showing an attempted presentation by the beneficiary, along with satisfactory draw documents.

21.2.3 Monitoring Improvements

The applicant shall have a registered professional engineer or landscape architect, depending on the type of improvements, involved in the installation or construction phase of the project, to monitor construction and determine conformity with approved plans and specifications.

21.3 Performance Agreement Period

- A. The performance agreement shall remain in force in its original amount until improvements are completed and accepted by the Department of Planning and Sustainability or appropriate City departments, whichever is applicable.
- B. The period within which each required improvement shall be completed shall not exceed one year from the date of the fully executed performance agreement; however, extensions and reductions may be approved by the Department of Planning and Sustainability or the FMPC, as applicable.

21.4 Extension, Reduction, or Release of Improvements

21.4.1 Extension Period

The timeframe for the completion of each improvement within the performance agreement may be extended for a minimum of six months and a maximum of one year at a time.

21.4.2 One Time Performance Reduction

The amount of each improvement may be reduced:

- A. Only one time when at least 50 percent of the public improvements, private improvements, landscape improvements, or off-site improvements (as applicable), have been completed; and
- B. When the applicant has submitted all information necessary to adequately review the request.

21.4.3 Maximum Reductions for Public Improvements or Applicable Private Infrastructure

- A. A reduction of the amount for public improvements, private improvements, or off-site improvements (excluding landscape improvements as per Subsection 21.4.4, Maximum Reductions for Landscape Improvements):
 - 1. Shall not be reduced to an amount less than the required maintenance agreement;
 - 2. Shall not be reduced to less than 25 percent of the original amount of the improvements, irrespective of the estimated cost of completing the improvements; and
 - 3. Shall range from 50 to 75 percent of the original amount of the improvements,

contingent upon the actual amount of completion of the improvements.

- B. The request for a reduction for each improvement allowed in Paragraph 21.4.3.A above may be reduced by the applicable City department by up to ten percent to account for possible future inflation costs and/or repairs.
- C. Costs incurred by the applicant associated with a request for the extension, reduction of the surety, or release of the performance agreement and surety (inclusive of landscape architect or engineering inspections fees, legal fees, and so forth) shall be borne by the applicant, regardless of whether the request is ultimately granted.

21.4.4 Maximum Reductions for Landscape Improvements

- A. The reduction of the amount for landscape improvements shall not be reduced to less than 75 percent of its original amount, rounded up to the nearest thousand, irrespective of the estimated cost of completing the improvements.
- B. Costs incurred by the applicant associated with a request for the extension, reduction of the surety, or release of the performance agreement and surety (inclusive of landscape architect or engineering inspections fees, legal fees, and so forth) shall be borne by the applicant, regardless of whether the request is ultimately granted.

21.4.5 Release of Performance

Each improvement may be released from performance:

- A. When a one-year maintenance agreement is established and surety is reduced accordingly;

- B. When each public improvement, private improvement, landscape improvement, or off-site improvement (as applicable) have been completed; and
- C. When the applicant has submitted all information necessary to adequately review the request.

21.4.6 Acceptance

- A. The release of performance shall constitute the acceptance of the improvements by the City, pursuant to Subsection 21.4.5, Release of Performance.
- B. Approval of a site plan or final plat shall not constitute acceptance. The Department of Planning and Sustainability may require the site plan or final plat to be endorsed with appropriate notes to this effect.

21.5 Procedure for Reduction or Release of Improvements

21.5.1 Submittal Requirements

Any request for reduction or release of an improvement in performance shall be submitted in writing to the Department of Planning and Sustainability. The request shall include:

- A. A completed action request form, found on the City website;
- B. The percentage amount of completion of each required improvement; and
- C. A written statement from the engineer or landscape architect employed by the applicant, stating that the improvements have been installed in accordance with the approved plans and specifications.
- D. All stormwater infrastructure with a storm sewer size of 12 inches and larger shall be video-inspected to verify proper installation with the video recording and any associated inspection report submitted as part of a

drainage as-built record. The professional preparing the video shall be certified by the Pipeline Assessment and Certification Program (PACP®). Video documentation shall be prepared in conjunction with preparation of drainage as-builts, shall be no more than 90 calendar days prior to a performance release request submittal and shall be submitted with the drainage as-builts. Additional testing may be required if warranted by video inspection.

21.5.2 Staff Review

- A. Following a complete submittal, the Department of Planning and Sustainability shall request the appropriate City departments to inspect the public improvements, private improvements, landscape improvements, and off-site improvements (as applicable) to determine compliance with approved plans. Inspections shall be performed at no cost to the applicant. Inspection periods shall be posted on the City website.
- B. Each appropriate City department shall submit a statement to the Department of Planning and Sustainability indicating whether the required improvements have been inspected and satisfactorily completed in accordance with approved plans.

21.5.3 Final Action

- A. If the applicant's request is within seven years from the date of receipt of a fully executed performance agreement, the Department of Planning and Sustainability shall be the administrative review body and:
 - 1. Review the request based on the recommendation from the inspecting department;
 - 2. Make a decision within 60 days whether

- to approve or disapprove the request, or forward the request to the FMPC for review with a recommendation; and
- 3. Provide public notification of the decision on the City website at least seven days prior to taking action on the request.
- B. If the request is after seven years from the date of receipt of a fully executed performance agreement, the FMPC shall be the review body.
- C. When the FMPC or the Department of Planning and Sustainability reviews the request for a release, reduction, or extension of the performance agreement, the applicable review body shall decide to:
 - 1. Release the performance agreement and establish a maintenance agreement;
 - 2. Reduce the performance agreement and extend the improvements for a minimum of six months and a maximum of one year to the next agenda date that occurs in the same month of the following year; or
 - 3. Extend the improvements for a minimum of six months and a maximum of one year to the next agenda date that occurs in the same month of the following year.

21.5.4 Specific Procedures for Final Topping of a Street

- A. Final topping (lift) of a street may be permitted when at least 90 percent of the lots in the subdivision, or the section or sections thereof for which the performance agreement was established, have received certificates of occupancy for buildings located on the lots in question. The performance agreement for street improvements may be released when final topping is completed and accepted, provided that a maintenance agreement is established. Final topping of a street surface may be installed prior to issuance of 90 percent of certificates of occupancy under the following conditions:
 - 1. The segment or sections of street have been in place for a period of not less than four years, unless otherwise determined by the Streets Department that installation of the final topping will preserve the structural integrity of the binder and base;
 - 2. The base, binder, curb, gutter, and structures within the segment or sections of the street to be topped have been inspected and approved by the Streets Department;
 - 3. Upon satisfactory installation and acceptance by the Streets Department of the final topping, the performance agreements for said street improvements may be released provided a maintenance agreement is established for a period that extends one year beyond the point in time 90 percent of the lots in the subdivision or the segment or sections thereof for which the performance agreement was established, have received certificates of occupancy for buildings located on the lots in question; and
 - 4. Except as provided, the lots adjacent to the segment or sections of street accepted shall be subject to contractor's security deposits pursuant to Title 12 of the Municipal Code.
- B. In developer/builder-controlled subdivisions, where the developer and builder are the same legal entity, contractors' security deposits shall not be required until the maintenance agreement

is no longer in effect as described above.

- C. Once such a written statement from the engineer or landscape architect has been received stating that the public improvements, applicable private infrastructure, or landscape have been installed in accordance with the plans and specifications approved by the appropriate City departments, an inspection by the relevant department shall be performed at no cost to the applicant.

21.5.5 Appeals Regarding Performance Agreements

The applicant may, upon administrative disapproval of a request for extension, reduction, or release of a performance agreement, appeal the administrative decision to the FMPC. Appeals shall be filed within ten days of the adverse decision and shall be set for hearing on the next available FMPC agenda.

21.6 Maintenance Agreement

21.6.1 Establishment of a Maintenance Agreement

- A. Upon release of the performance agreement, the applicant shall be required to enter into a maintenance agreement for the completed improvements and required landscape covered by the performance agreement to ensure against defects in workmanship and materials.
- B. The Department of Planning and Sustainability shall prepare a maintenance agreement and the applicant shall fully execute the maintenance agreement with the City. The maintenance agreement shall comply with the following:
1. The maintenance agreement shall remain in effect for a period of one year or until final release of the maintenance agreement by the Department of Planning and Sustainability or other appropriate City departments, whichever period is longer; and
 2. Street maintenance agreements shall meet Subsection 21.5.4, Specific Procedures for Final Topping of a Street.

21.6.2 Calculation of Maintenance Agreement Amounts

The maintenance agreement shall be in an amount satisfactory to the appropriate City departments; however:

- A. Landscape improvements shall be no less than 25 percent of the original amount, rounded up to the nearest thousand, or \$3,000.00, whichever is greater;
- B. All other improvements shall be no less than ten percent of the original amount or \$2,500.00, whichever is greater.

21.6.3 Procedures

- A. Upon the request of the applicant, or automatically after a period of one year from the release of performance, whichever is greater, the Department of Planning and Sustainability shall consider the release of the maintenance agreement.
- B. The Department of Planning and Sustainability, upon the recommendation of the appropriate City department, may release or extend a maintenance agreement.
- C. Extensions of maintenance agreements shall be as determined by the appropriate City departments, but shall be for no less than six months or greater than one year.
- D. Prior to taking action on a request to release a maintenance agreement, the Department of Planning and Sustainability shall provide public notification of the decision on the City's website at least seven days prior to taking action on the request.

21.7 Failure to Complete Improvements

Where a performance agreement and/or maintenance agreement have been entered into and required improvements have not been installed and/or maintained within the terms of the agreement and the timeframe pursuant to Section 21.3, Performance Agreement Period, then:

- A. The Department of Planning and Sustainability may recommend to the FMPC of the need to call the agreement and surety.
- B. Following a recommendation, the FMPC may declare the agreement to be in default and authorize the calling of the agreement and surety and the completion of the improvements under the supervision of City departments.

CHAPTER 22

ENFORCEMENT

22.1 Enforcement Authority	331
22.2 Building Permits	331
22.3 Sign Permits	331
22.4 Certificates of Occupancy	331
22.5 Penalties	331
22.6 Remedies	331

22.1 Enforcement Authority

For the purposes of administering and enforcing the provisions of this Ordinance, the Department of Building and Neighborhood Services shall be authorized to:

- A. Make inspections of structures or premises necessary to carry out its enforcement duties; and
- B. Designate State inspection officials as authorized representatives to provide review services for institutional and educational occupancies, pursuant to Title 12 of the Municipal Code.

22.2 Building Permits

It shall be unlawful to commence the construction or alteration of a principal building, an accessory building, or other structure that requires a building permit pursuant to Title 12 of the Municipal Code, until the Department of Building and Neighborhood Services has issued a building permit.

22.3 Sign Permits

It shall be unlawful to commence the construction or alteration of a sign that requires a sign permit, until the Department of Building and Neighborhood Services has issued a sign permit.

22.4 Certificates of Occupancy

No lot, building, or structure hereafter erected or altered in its use or otherwise shall be used until a certificate of occupancy has been granted pursuant to Title 12 of the Municipal Code.

22.5 Penalties

Any person violating any provision of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined under the general penalty clauses of Title 12 of the Municipal Code. Each day each violation continues shall constitute a separate offense. Penalties shall be pursuant to State law.

22.6 Remedies

In case a building or structure is erected, constructed, reconstructed, repaired, converted, or maintained, or any building, structure, or land is used in violation of this Ordinance, then the City attorney, or other appropriate authority, or adjacent or neighboring property owner who would be damaged by the violation, in addition to other remedies, may institute injunction, mandamus, or other appropriate action or proceeding to effectuate the requirements of this Ordinance.

Where it appears that the owner or person in charge of an improvement on a property containing a historic resource threatens to start, or has started, work in violation of this Ordinance, then the City attorney shall apply to an appropriate court for an injunction against a violation of this Ordinance. If an order of the court enjoining or restraining the violation does not receive immediate compliance, then the City attorney shall apply to an appropriate court to punish the violation pursuant to law.

CHAPTER 23

DEFINITIONS AND INTERPRETATIONS

23.1 Rules of Interpretation	333
23.2 Measurements, Calculations, and Interpretation of Dimensional Standards	334
23.3 Abbreviations	338
23.4 Defined Terms	339
a	339
b	342
c	345
d	349
e	351
f	354
g	358
h	360
i	362
j	363
k	363
l	363
m	365
n	368
o	370
p	371
q	375
r	375
s	378
t	385
u	388
v	388
w	389
x	390
y	390
z	390

23.1 Rules of Interpretation

23.1.1 General Meaning of Words and Terms

- A. All words and terms used have their commonly accepted and ordinary meaning unless they are specifically defined in this Ordinance or the context in which they are used clearly indicates otherwise. Technical words and phrases that may have acquired a specialized and appropriate meaning in law shall be construed and understood according to such meaning.
- B. When a specific Section of this Ordinance gives a different meaning than the general definition provided in this Chapter, the meaning and application of the term in the specific Section shall control.

23.1.2 Graphics, Illustrations, Photographs, and Flowcharts

The graphics, illustrations, photographs, and flowcharts used to visually explain certain provisions of this Ordinance are for illustrative purposes only. Where there is a conflict between a graphic, illustration, photograph, or flowchart and the text of this Ordinance, the text of this Ordinance controls.

23.1.3 List and Examples

Unless otherwise specifically indicated, lists of items or examples that use terms such as “for example,” “including,” and “such as,” or similar language are intended to provide examples and are not exhaustive lists of all possibilities.

23.1.4 Computation of Time

The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the City, the deadline or required date of action shall be the next

business day observed by the City. References to days are calendar days unless otherwise stated.

23.1.5 References to Other Regulations and Publications

Whenever a reference is made to a State or Federal statute, it shall be construed as a reference to its most recently amended version, unless otherwise specifically stated.

Whenever a reference is made to another ordinance, code, regulation, plan, or document, it shall be construed as a reference to the latest adopted version; however, where the City has adopted a specific version, the specific version shall be applicable.

23.1.6 Delegation of Authority

Any act authorized by this Ordinance to be carried out by a specific official of the City may be carried out by a professional-level designee of such official.

23.1.7 Public Officials, Departments, Review Bodies, and Agencies

All public officials, departments, review bodies, and agencies to which references are made are those of the City of Franklin, unless otherwise indicated.

23.1.8 Mandatory and Discretionary Terms

The words “shall,” “must,” “comply,” and “will” are mandatory in nature, establishing an obligation or duty to comply with a particular requirement or provision. The words “may” and “should” are permissive in nature.

23.1.9 Conjunctions

Unless the context clearly suggests the contrary, conjunctions shall be interpreted as follows:

- A. “And” indicates that all connected items, conditions, provisions or events apply; and
- B. “Or” indicates that one or more of the connected items, conditions, provisions or events apply.

23.1.10 Tenses and Plurals

Words used in the present tense include the future tense. Words used in the singular number include the plural number and vice versa, unless the context of the particular usage clearly indicates otherwise.

23.1.11 Hierarchical Outline

This Ordinance is organized into the hierarchical levels as shown below. All references within this Ordinance that reference a different part of this Ordinance shall apply as follows:

Chapter 1

Section 1.1

Subsection 1.1.1

Paragraph 1.1.1.A

Clause 1.1.1.A.1

Clause 1.1.1.A.1.a

Clause 1.1.1.A.1.a.i

Clause 1.1.1.A.1.a.i.(1

23.2 Measurements, Calculations, and Interpretation of Dimensional Standards

23.2.1 Calculations

When the calculation of a required standard results in a fractional number, it shall be rounded up to the nearest whole number, unless otherwise expressly stated.

23.2.2 Distance Measurements

Distances specified in this Ordinance are to be measured as the length of an imaginary straight line joining those points, unless otherwise expressly stated.

23.2.3 Lot Standards

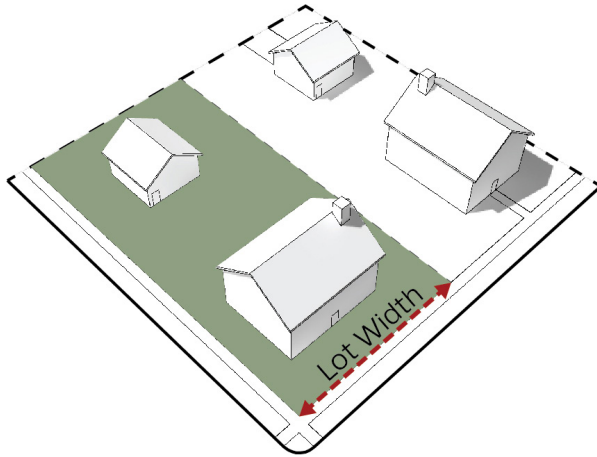
A. Lot Size

1. The lot size shall be that area, measured in gross square feet or acres, contained within a lot.
2. The minimum lot size is the smallest size of a lot established by this Ordinance on which a use or structure may be located in a particular district.

B. Lot Width

1. Lot width is the distance between the side lot lines measured at the point of the front yard setback line.
2. For corner lots, the lot width is the distance between the side lot line and the side street-facing lot line, measured at the point of the front yard setback line.

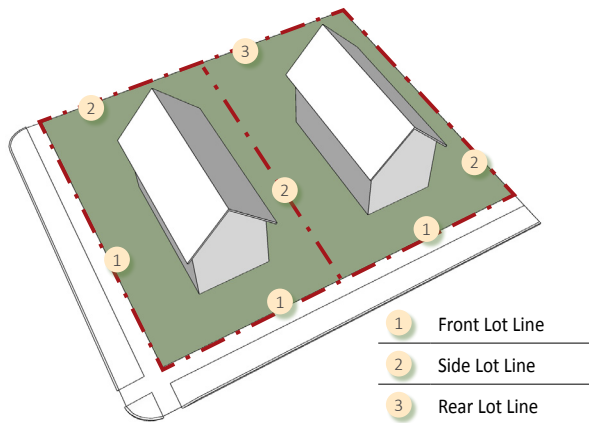
Figure 23.2.3.B Lot Width



C. Front Lot Line

The front lot line is the length of the front lot line and is maintained to the front yard setback line, at which point the lot width applies.

Figure 23.2.3.C Lot Lines



existing or proposed right-of-way, whichever is greater.

2. For corner lots, front yard setbacks are measured along all lot lines facing streets or internal drives, not including alleys. The remaining yards are measured as side yards.
3. Front yard setback measurements for lots on a cul-de-sac or curved street or internal drive follow the curve of the front property line.

B. Side Yard

The side yard setback extends from the required front yard setback line to the required rear yard setback line. If no front or rear yard setback is required, the setback extends the full depth of the lot. Side setbacks are measured perpendicular from the side lot line.

C. Rear Yard

The rear yard setback extends the full width of the lot. Rear setbacks are measured perpendicular from the rear property line or the edge of the existing or proposed alley, whichever is greater, as applicable.

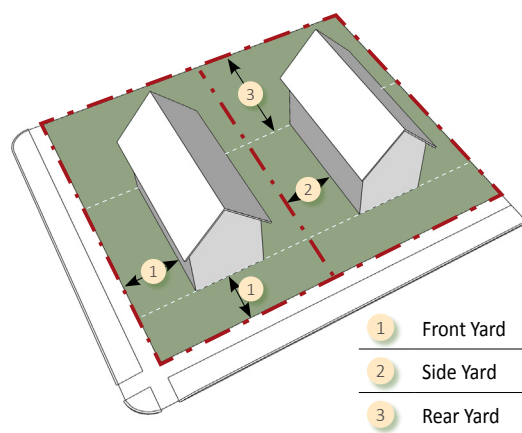
D. Yards Required for Buildings

A yard or other open area required about a building may not be included in the measurement of a required yard or other open space for another building.

23.2.4 Setbacks and Yards

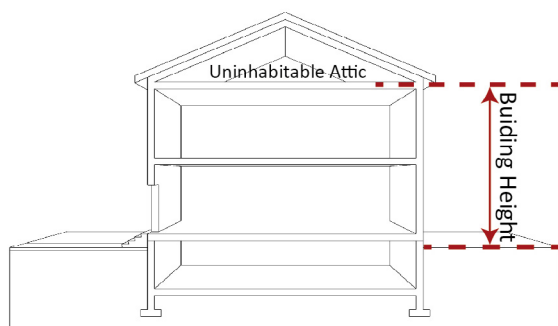
A. Front Yard

1. Front yard setbacks are measured perpendicular from the edge of the

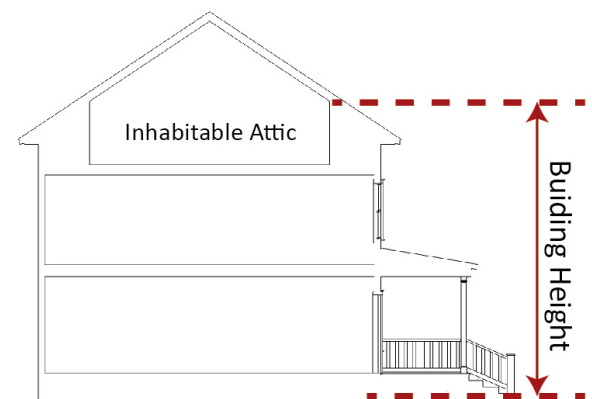
Figure 23.2.4 Lot Setbacks and Yards**23.2.5 Building Height**

A. Building height shall be measured in the number of complete stories above the finished grade for any building or at-grade or above-grade parking structure, but excludes:

1. Habitable attics, half-stories, and mezzanines; and
2. Spaces completely below grade, such as basements, cellars, crawl spaces, sub-basements, and below-grade parking structures.

Figure 23.2.5.A Building height with uninhabitable attic

B. Half-story height shall be measured for habitable attics, half-stories, and mezzanines.

Figure 23.2.5.B Building height with inhabitable attic

C. For the purposes of measuring height in the R4, R6, and OR districts and for transitional features:

1. To calculate the average height, building heights for principal buildings along the same block face shall be added, then divided by the total number of principal buildings on the block face; and
2. To calculate a half-story above the average height, 0.5 shall be added to the average height (calculated above), then rounded to the nearest half or whole story.

D. Building height maximums do not apply to belfries, chimneys, roof structures not intended for human occupancy, spires, cupolas, domes, monuments, water towers, or similar structures, provided:

- a. The appurtenance does not interfere with Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace;
- b. The appurtenance does not extend more than 25 feet above

- the maximum permitted building height, except as allowed herein;
- c. The appurtenance does not exceed a maximum height of 200 feet above grade; and
 - d. The appurtenance is not constructed for the purpose of providing additional floor area in the building.

23.3 Abbreviations

ACI	Aggregate Caliper Inch	HZC	Historic Zoning Commission
AG	Agriculture District	IESNA	Illuminations Engineering Society of America
ANSI	American National Standards Institute	ISA	International Society of Arboriculture
BFE	Base Flood Elevation	ITE	Institute of Traffic Engineers
BOMA	Board of Mayor and Aldermen	LI	Light Industrial District
BPC	Battlefield Preservation Commission	LSA	Landscape Surface Area
BZA	Board of Zoning Appeals	MOS	Modification of Standards
CAO	Columbia Avenue Overlay District	MR	Mixed Residential District
CC	Central Commercial District	MTEMC	Middle Tennessee Electric Membership Corporation
CFO	Central Franklin Overlay District	NC	Neighborhood Commercial District
CI	Civic and Institutional District	NCO	Neighborhood Conservation Overlay District
COA	Certificate of Appropriateness	OR	Office Residential District
DBH	Diameter at Breast Height	PD	Planned District
DD	Downtown District	PUD	Planned Unit Development
DRT	Departmental Review Team	RC6	Regional Commerce 6 District
EIFS	Exterior Insulation Finish Systems	RC12	Regional Commerce 12 District
ER	Estate Residential District	R1	Residential 1 District
FAA	Federal Aviation Administration	R2	Residential 2 District
FC	Foot-candle	R3	Residential 3 District
FCC	Federal Communications Commission	R4	Residential 4 District
FEMA	Federal Emergency Management Agency	R6	Residential 6 District
1ST	1st Avenue District	ROW	Right-of-Way
5TH	5th Avenue North District	SCO	Scenic Corridor Overlay District
FFO	Floodway Fringe Overlay District	STVR	Short Term Vacation Rental
FIRM	Flood Insurance Rate Map	T.C.A.	Tennessee Code Annotated
FWO	Floodway Overlay		
GO	General Office District		
HHO	Hillside Hillcrest Overlay District		
HI	Heavy Industrial District		
HPO	Historic Preservation Overlay District		
HVAC	Heating Ventilation Air Conditioning		

23.4 Defined Terms

a

Abut

The condition of two adjoining parcels having a common property line or boundary, including cases where two or more parcels adjoin a corner, but not including cases where adjoining lots are separated by a street or alley.

Accent Materials

The exterior building materials used as an accent to the primary materials on a building facade, including trim around doors and windows. Accent materials do not exceed 25 percent of the building facade.

Access

A private driveway or other point of vehicle access, such as a street, that intersects or connects to the general street system.

Accessible Parking Space

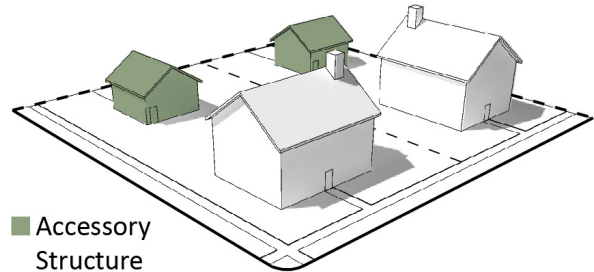
A space designated for the parking or temporary storage of one motor vehicle in addition to the space necessary for the ingress and egress from the vehicle by a disabled person and any equipment needed for that purpose.

Accessory Dwelling

A detached, self-contained, small dwelling that may be a stand-alone structure or part of a detached garage and located on the same lot as a larger, principal dwelling. An accessory dwelling is incidental to the principal dwelling and is considered to be an accessory building.

Accessory Structure

A structure that is on the same lot as a principal building and is incidental to the principal building or permitted use. The accessory structure is less significant than the principal building in square footage, building height, and economic importance.



For the purposes of Section 17.6, Floodplain Regulations, accessory structures in the floodplain must be permitted only for the purposes of storage and vehicle parking; be designed to have low flood damage potential; be constructed and placed on the site to achieve the minimum resistance to the flow of floodwaters; be firmly anchored to prevent flotation, collapse, and lateral movement, which otherwise may result in damage to other structures; and have utilities and service facilities, such as electrical and heating equipment, elevated or otherwise protected from intrusion of flood waters.

Accessory Use

A use that is customarily incidental, appropriate, and subordinate to the principal use of land or buildings and is located upon the same lot.

Active Recreation

Land used for specific recreational activities that are generally facility oriented, such as swimming pools, sports courts, sports arenas, sports fields, skate parks, playgrounds, and

other facilities that address sports or physical activity.

Adjacent

The condition where two or more parcels share common property lines or where two parcels are separated only by an alley, easement, street, or internal drive.

Adult-Oriented Establishments

A use type with the same meaning as the term “adult-oriented establishment,” as used in T.C.A. § 7-51-1102, and in construing this term, the definitions contained in T.C.A. § 7-51-1102 (1) – (6) and (9) – (31), are likewise incorporated by reference into and made a part of this Ordinance.

Age-Restricted Multifamily

A type of multifamily residential that limits the residency to individuals who are at least 55 years of age or older.

Aggregate Caliper Inch (ACI)

The combined total number of inches of existing and proposed trees used to meet a landscape requirement within a required landscape area. Caliper inch sizes for individual proposed trees are measured as indicated in the American Standard for Nursery Stock (ANSI 260.1-2004). Caliper inch sizes for existing trees shall be measured in Diameter at Breast Height (DBH).

Agricultural Uses

Agricultural and farming activities, including nurseries and facilities for processing and selling agricultural products grown on the premises.

Aisle (of a Parking Area)

A vehicular accessway located within a parking

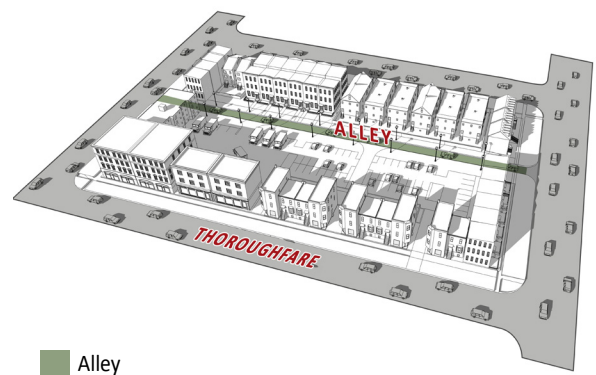
area that serves individual parking spaces and driveways.

Alcove

A recess in a wall, or partly enclosed extension connected to or forming part of a room, often curved and often used to house sculpture, a seat, or a fountain.

Alley

A minor public or private way intended to be used primarily for vehicular service access to the rear or side of properties.

**Alteration**

A change, addition, or modification in construction, structure, or occupancy of a structure.

American Standard for Nursery Stock

A publication prepared by the American Nursery and Landscape Association that provides standards related to size and planting for newly planted landscaping material.

Antenna

An exterior transmitting or receiving device mounted on a building, structure, or tower that radiates or captures analog or digital signals, electromagnetic waves,

radio frequencies (excluding radar signals), wireless telecommunications signals, or other communication signals.

Appeal

For the purposes of Section 17.6, Floodplain Protection, a request for a review of the local enforcement officer's interpretation of any provision of this Ordinance or a request for a variance.

Appeal of Administrative Decision

A type of process to appeal a decision by an administrative official.

Applicant

The owner of property or the authorized representative of the owner who is applying for development approval.

Appurtenance

The visible, functional, or ornamental objects accessory to, and part of a building, such as chimneys, porches, decks, stoops, bay windows, roof overhangs, awnings, steps, and similar features.

Arcade

A covered passageway, typically found at street level, often comprised of a series of arches supported by columns.

Architectural Lighting

Exterior lighting that is designed to highlight structures, plantings, or significant architectural features in a direct or indirect fashion.

Area of Shallow Flooding

An area designated as a AO or AH Zone on the Flood Insurance Rate Map (FIRM) with a one

percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-Related Erosion Hazard

The land within a community that is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the Flood Hazard Boundary Map (FHBM). After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the Flood Insurance Rate Map, Zone E may be further refined.

Arterial Street

A type of street defined by Connect Franklin that is designed and intended for use by large volumes of through traffic, receives traffic flow from collector and local streets, allows for major movement between areas of the City, and usually has heavy traffic moving at relatively high speeds. This includes both major and minor arterial streets.

Assessed Value

The monetary price that a parcel of land, portion of land, improvement on land, or other commodity is assigned by the Williamson County Property Appraiser's office for the purposes of taxation.

Attendant

A person employed to park vehicles.

Automated Teller Machine (ATM)

An automated mechanized consumer banking device.

Awning

A sheet of canvas or other material stretched on a frame and affixed to a building directly above a doorway or windows. Awnings are used for protection from the elements.

Awning Sign

A type of sign described as such in Section 15.3, Awning Sign

b**Balcony**

A porch or other enclosed outdoor use area associated with the upper floors of a building.

Balloon

A stationary or mobile inflated device used to attract attention.

Band Sign

A type of sign described as such in Section 15.4, Band Sign.

Bank

A type of use classified as an office.

Banner

A temporary sign made of flexible material.

Barber Shops and Salons

A type of use classified as personal services.

Base

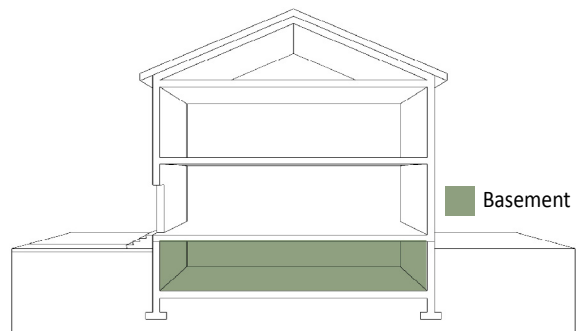
The structural elements, design features, and materials associated with a part of the building that meets the ground to differentiate it from the middle and anchors the building to the ground.

**Base Flood**

The flood having a one percent chance of being equaled or exceeded in any given year. This term is also referred to as the 100-year flood or the one percent annual chance flood.

Basement

Any portion of a building located below ground level on all sides.



Bay Window

A large window or series of windows projecting from the outer wall of a building and forming a recess within.

Bed and Breakfast Establishment

An owner-occupied single-family dwelling in which the owner rents rooms to overnight guests and may offer meals only to those guests.

Bench Sign

A sign affixed to or painted on a bench.

Berm

An elongated earthen mound typically designed or constructed on a site to separate, screen, or buffer adjacent uses.

Bicycle Locker

A fully enclosed space for one bicycle, accessible only to the owner or operator of the bicycle. It protects the entire bicycle, its components and accessories from theft and inclement weather. Bicycle lockers may be pre-manufactured or may be designed for individual sites.

Bicycle Rack

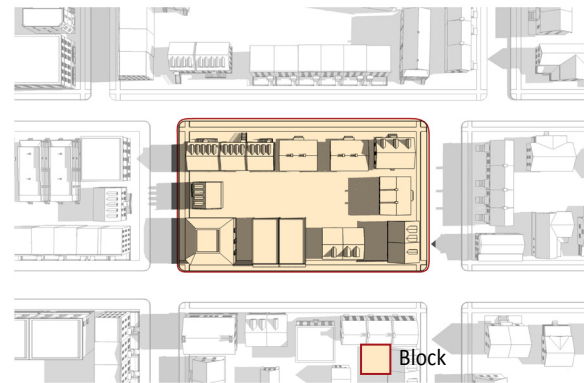
A stationary object to which the bicycle user can lock the frame and one or both wheels of a bicycle with a user-provided U-shaped lock or cable, and which is either anchored to an immovable surface or is heavy enough that it cannot be easily moved.

Bioretention

A stormwater management feature that uses soil and plants to remove pollutants from stormwater runoff.

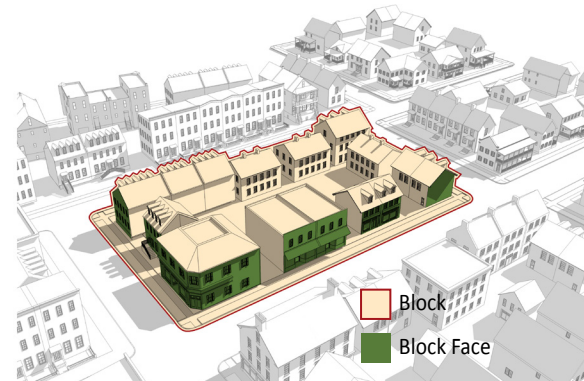
Block

A parcel of land composed of one or more individual lots or building sites entirely surrounded by streets or by any combination of streets, internal drives, open space, watercourses, or railroad right-of-way.



Block Face

The lots or building sites along one side of a block.



Block Length Perimeter

For the purposes of vehicular connectivity, the distance around outer edges of a block enclosed by streets.

Box Window

A window or windows located within a wall projection.

Breakaway Wall

A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces typically associated with flooding, without causing damage to the elevated portion of the building or supporting foundation system.

Buffer

Vegetative material, walls, fences, berms, or any combination of these elements located on land that is used for screening.

Building

A fully-enclosed structure with a roof and walls.

Building Addition

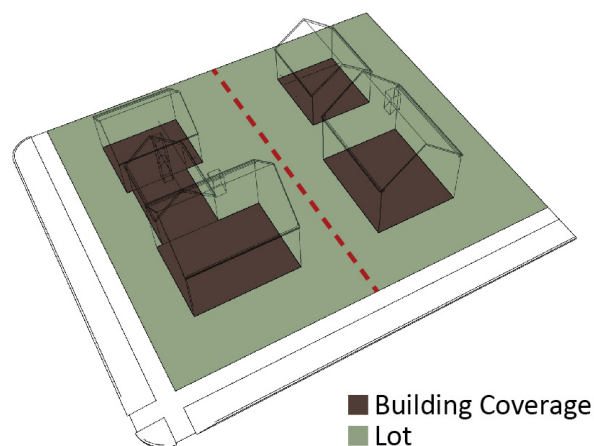
Any walled and roofed expansion to or extension of the perimeter of a building that is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition that is connected by a firewall or is separated by an independent perimeter load-bearing wall shall be considered “new construction”.

Building Codes

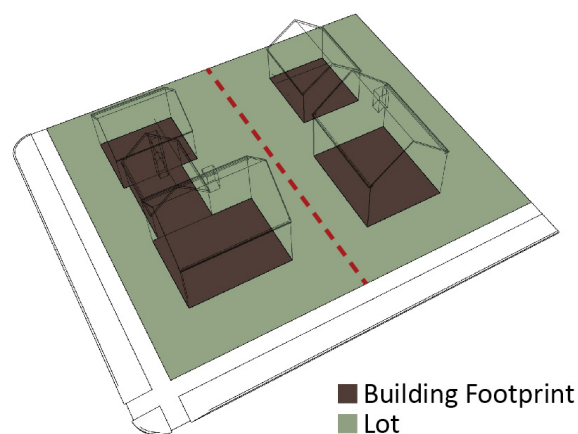
A collection of regulations adopted by the City of Franklin to govern the design, construction, and modification of buildings and other structures.

Building Coverage

The gross area of a lot, parcel of land, or building site occupied by all of the ground floor of a building or structure that is under roof. As a percentage, it is the relationship between the ground floor area of a building or structure under roof and the net area of the site.

**Building Footprint**

The area of a lot, parcel of land, or building site included within the exterior walls or outermost projection of the roof of a building or portion of a building, exclusive of courtyards.



Building Permit

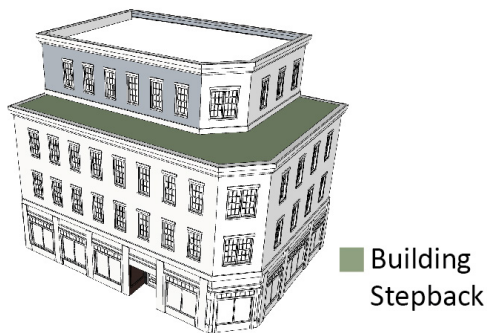
A permit required by this Ordinance prior to commencement of certain types of construction or development activities.

Building Site

Either: (a) a parcel of land that has not been subdivided as a separate lot, which is designated by an applicant as a building site in a development plan, site plan, or permit application, and which accommodates, or is available to accommodate, a principal building or (b) a lot.

Building Stepback

The linear organization of building form within a single building that establishes portions of a building with a higher or lower height in a deliberate progression. Buildings may be “stepped-back” from the street edge, from a lot line, or from adjacent buildings.

**Building Wall**

The entire surface area, including windows and doors, of an exterior wall of a building.

C**Caliper**

A method of measuring the diameter of the trunk of a tree for the purpose of determining size. The caliper of a mature, established tree is measured at diameter at breast height (DBH). The caliper of an young, nursery-grown tree is taken at six inches above the soil. If the caliper of the nursery-grown tree exceeds four inches, then the tree is measured at 12 inches above the soil.

Campaign Sign

A type of temporary sign as regulated by Tennessee Code Annotated § 2-7-143.

Canopy

A permanent, but not completely enclosed structure, which may be attached to or near a building for the purpose of providing shelter. For the purposes of this Ordinance, carports and awnings are defined separately and not regulated as canopies.

Canopy Sign

A type of sign described as such in Section 15.5, Canopy Sign.

Canopy Tree

A tree that has an expected height at maturity greater than 40 feet and which produces significant shade because it has a crown that is oval, round, vase-shaped, or umbrella-shaped.

Cap

The structural elements, design features, and materials associated with the top floor or top edge of the building to differentiate it from the middle and create a visual end to the building.

**Carport**

A roofed structure not more than 75 percent enclosed by walls and attached to or near the principal building that is provided for the purpose of sheltering one or more vehicles.

Cemeteries

Land used or intended to be used for burying the remains of human dead and dedicated for cemetery purposes, including mausoleums and mortuaries when operated in conjunction with and within the boundaries of the cemetery.

Certificate of Appropriateness (COA)

A document approving work on local landmarks or properties in Franklin's Historic Preservation Overlay District based on the Franklin Historic District Design Guidelines.

Certificate of Occupancy

The final permit or authorization issued by the City allowing occupancy or use of a building, certifying that the building has been constructed in accordance with all applicable requirements.

Certified Arborist

A certified arborist shall mean any International Society of Arboriculture (ISA) Certified Arborist, ISA Board Certified Master Arborist, or current member of the American Society of Consulting Arborists.

Change of Use

The act of replacing a use in favor of another use.

Charitable, Fraternal, or Social Organizations

A facility for administrative, meeting, or social purposes for a private or nonprofit organization, primarily for use by administrative personnel, members, and guests.

City Website

The City of Franklin official website, www.franklintn.gov.

Civic and Institutional Uses

The classification of those principal uses as listed under that heading in Subsection 5.1.3, Permitted Principal Uses by Zoning District.

Civic Building

The principal building type described as such in Section 6.10, Civic Building.

Clinic

An establishment providing therapeutic, preventative, or corrective medical treatment or health care services. Activities include health care appointments, medical procedures, surgical procedures, emergency treatment, diagnostic services, walk-in medical services, and other health-related care. Services are provided on an outpatient basis, generally requiring a stay of less than 24 hours.

Close

A square or rectangular open space with a street or internal drive surrounding it that provides access to lots or other building sites, which performs the same function as a cul-de-sac.

Collector Street

A type of street defined by Connect Franklin that carries traffic from local streets to the arterial system, consists of principal entrance streets for residential, nonresidential and mixed-use developments, and provides for major circulation within the developments. This includes both major and minor collector streets.

Commercial/Mixed-Use Building Type

The principal building type described as such in Section 6.8, Commercial/Mixed-Use Building.

Commercial Recreation

An establishment primarily engaged in providing participatory athletic, recreational, or physical fitness services to the public for a fee, such as fitness and recreational sports centers, health and fitness studios, bowling centers, miniature golf courses, paintball or lasertag arenas, recreational day camps, and other recreational activities.

Commercial Uses

The classification of those principal uses as listed under that heading in Subsection 5.1.3, Permitted Principal Uses by Zoning District.

Commercial Vehicles and Trailers

An accessory use as defined by the Municipal Code.

Community Gardens

Land gardened by a group of people for the purposes of growing and harvesting food crops or ornamental crops. Community gardens may be divided into separate plots or may be farmed collectively by the group, and may include common areas maintained and used by group members.

Compact Spaces

Parking spaces with a minimum square footage of approximately 128 square feet intended for small or compact cars.

Companion Animal

Any dog, cat, or other domesticated animal normally maintained in or near the household of the owner or person who cares for such other domesticated animal.

Connect Franklin

The comprehensive transportation network plan maintained by the City of Franklin that defines functional street classifications as local, collector, arterial, etc. It is also called the Comprehensive Transportation Network Plan, Major Thoroughfare Plan, Multimodal Major Thoroughfare Plan.

Conservation Easement

The grant of a property right to create an environment where the land and the landscape will remain in its natural state, but does allow for supplementation of additional landscape plantings and removal of dead, dying, or invasive plant material.

Construction

For purposes of the State Vested Property Rights Act of 2014, means the erection

of construction materials in a permanent position and fastened in a permanent manner. Where excavation, demolition or removal of an existing building has been substantially begun prior to rebuilding, such excavation, demolition or removal shall be deemed to be construction; provided, that work shall be carried on diligently and complies with all applicable requirements.

Continuum of Care Facilities

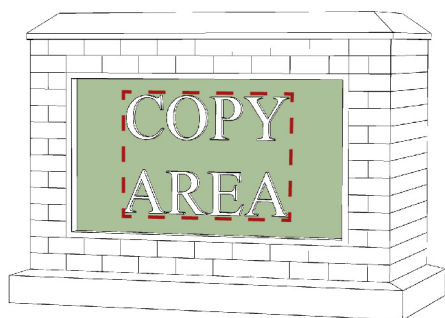
A facility providing one or any combination of assisted living, nursing home, or skilled nursing for the elderly or for other individuals incapacitated in some manner for medical reasons, as determined and licensed and/or certified by the Tennessee Department of Health, Board of Licensing Health Care Facilities. Included in this definition are homes for the aged, as defined by T.C.A. § 68-11-201. Continuum of care facilities may include a small amount of age-restricted independent living as part of the overall continuum of care.

Convenience Sign

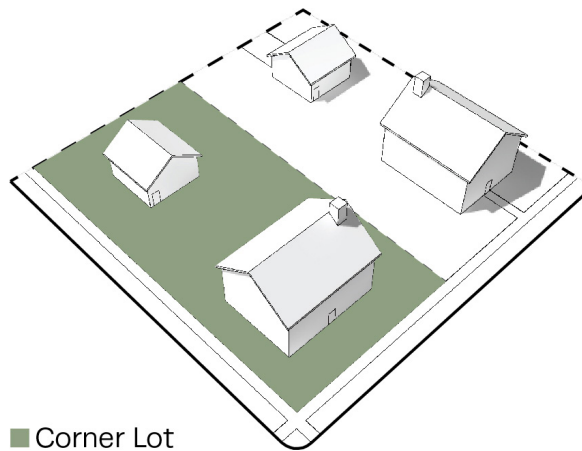
A type of sign described as such in Section 15.6, Convenience Sign.

Copy Area

The smallest geometric shape that encloses all graphics, letters, and logos of the sign face.

**Corner Lot**

A lot located at the intersection of two streets that has frontage on each street. Each street frontage is considered a front lot line.

**Cornice**

A horizontal member, structural or nonstructural, of any building, projecting outward from the top of exterior walls, including eaves and other roof overhang.

Correctional Facilities

A facility for the detention, confinement, treatment or rehabilitation of persons arrested or convicted for the violation of criminal law. Such facilities include an adult detention center, juvenile delinquency center, jail, and prison. These facilities house prisoners who are in the custody of City or county law enforcement and are typically government-owned.

Courtyard

The type of open space described as such in Section 11.7, Courtyard.

Critical Lot

An individual lot in a recorded subdivision that requires a more detailed review prior to the issuance of a building permit due to topography,

steep slopes, soils, potential land disturbance, stormwater, floodplain, public infrastructure, specimen trees, or other site conditions that warrant additional administrative review.

Critical Lot Plan

An administratively reviewed plan submitted prior to issuance of a building permit for a critical lot.

Critical Root Zone (CRZ)

A circular area measured outward from a tree trunk, representing the essential area of the roots that must be maintained for the tree's survival. The CRZ is measured one foot of radial distance for every inch of tree at diameter at breast height, with a minimum of ten feet.

Cross Access

Vehicular and pedestrian access provided between parking areas of two or more development sites or parcels of land intended to allow movement between the sites without the use of a public street.

Cross Access Easement

An easement or other development right offered to one party by another party that allows ingress and egress across private lands. Cross access easements are typically granted over or across surface parking areas.

Cross Section

A conceptual vertical plane cut through a space or building illustrating widths and heights of the diagrammed elements.

Cul-de-Sac

A street having one end open to traffic and the other terminated by circular vehicular turn around.

Cultured Stone

A refined architectural concrete building unit manufactured to simulate natural cut stone.

Cupola

A structure on top of a roof or dome, often used as a lookout or to admit light and air.

Cut

A portion of land surface or area from which earth has been removed or will be removed by excavation; or, the depth below original ground surface to the excavated surface.

d**Data Centers**

An establishment primarily engaged in providing infrastructure for hosting and data processing services that businesses and other organizations use to organize, process, store, and disseminate large amounts of data.

Day Care Centers

An establishment designed to provide day-time care and instruction for children or adults.

Deciduous Tree

A tree that drops its foliage annually before becoming dormant.

Deferred Parking

A portion of the required parking associated with a use that is not installed at the time of construction, but delayed or deferred until a parking demand study can be completed to

determine if the additional required parking is needed.

Departmental Review Team (DRT)

Team made up of representatives from the Department of Planning and Sustainability, the Engineering Department, the Department of Building and Neighborhood Services, and other departments or agencies of the City.

Detention (Dry) Pond

A stormwater management feature using a dry basin to temporarily detain stormwater runoff then gradually release it into a watercourse or other storm water feature. A detention pond is designed to be dry except after storm events.

Developable

The portion of a lot or development site that is available for development that is not within a resource and open space area (e.g., tree save areas, riparian buffers, Hillside/Hillcrest Overlay District, floodplain, and open space set-aside).

Developer

Any individual, firm, corporation, association, partnership, or trust involved in commencing proceedings to effect development of land.

Development

The construction, reconstruction, infill development, redevelopment, remodeling, conversion, structural alteration, relocation, enlargement, or demolition of any structure, portion of a structure, or sign; any change in use in land, building, or structure, or material change in the appearance of any structure; any increase in the number of dwelling units, businesses, manufacturing establishments, or offices; any mining, excavation, filling, grading,

paving, or land disturbance; and any act of subdivision of land.

Development

For the purposes of Section 17.6, Floodplain Protection, any human-made change to improved or unimproved real estate, such as buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of equipment or materials.

Development Entrance Sign

A type of sign described as such in Section 15.7, Development Entrance Sign.

Development Plan

A type of application to entitle development in the Planned District.

Development Site

The total area of land contained within a development project.

Development Standards

For purposes of the State Vested Property Rights Act of 2014, all locally adopted or enforced standards, regulations or guidelines applicable to the development of property, such as the following: planning; local storm water requirements, layout, design; local construction standards for buildings, streets, alleys, curbs, sidewalks; zoning; lot size; lot configuration; yard dimensions; and all other development standards under this Ordinance, and off-site improvements, including public or private infrastructure, in which an applicant may acquire vested rights or vested property rights according to the Act. Development standards do not include standards required by Federal or State law; or building construction

safety standards which are adopted pursuant to authority granted under T.C.A. § 68-120-101.

Diameter at Breast Height (DBH)

The measurement of the diameter of a tree trunk taken at a height of 4.5 feet above the ground. Trees with multiple trunks should be treated as multiple trees and the DBH for each trunk added to aggregate diameter measurement.

Directory Sign

A type of sign described as such in Section 15.8, Directory Sign.

Dormer Window

A gabled extension built out from a sloping roof to accommodate a vertical window.

Drive-In/Drive-Through Facilities

A facility where a type of service is provided by a business that allows customers to purchase products without leaving their vehicles.

Drive-In/Drive-Through Restaurants

An establishment engaged in the retail sale of ready-to-consume food and drinks in disposable containers, for consumption on or off the premises, which has drive-in or drive-through facilities so that patrons may be served while remaining in their vehicles.

Driveway

A vehicular access-way within a lot, building site, or development site from a street or internal drive to provide access only to a parking area, garage, parking structure, or building entrance.

Dry-Stack

A building method by which structures are constructed from stones without any mortar to bind them together.

Duplex (Building Type)

The principal building type described as such in Section 6.4, Duplex.

Duplex (Use Type)

A type of residential use in a building containing two dwelling units, each of which has direct access to the outside or a common hallway leading outside.

Dwelling

See Dwelling Unit.

Dwelling Unit

An area within a structure designed and constructed to be occupied for human habitation by a one family, as defined in this Chapter. A structure may consist of one detached dwelling unit (house); or more than one attached dwelling unit in the case of duplexes, townhouses, multiplexes, and multifamily. Dwelling units do not include hotels, motels, boarding houses, group homes, correctional facilities, continuum of care facilities, rehabilitation centers, or other structures designed for transient occupation.

e**Easement**

A grant by a landowner to another person, entity, or to the public for the right to occupy or use designated land for specific purposes

such as access, drainage, utilities, conservation, the location of public improvements, or other specified purpose. An easement does not constitute fee simple ownership of the land.

Eave

The projecting lower edges of a roof that overhang the wall of a building.

Educational Facilities

A public, parochial, private, charitable, or nonprofit school, college, or university, including related instructional and recreational uses, with or without living quarters, dining rooms, restaurants, heating plants, and other incidental facilities for students, teachers and employees.

Effluent

A discharge of liquid waste.

Elevated Building

A building built to have the lowest floor of the lowest enclosed area elevated above the ground level by means of solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwater, pilings, columns, piers, or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.

Elevation Certificate

For the purposes of Section 17.6, Floodplain Regulations, a certificate as defined and regulated by the Federal Emergency Management Agency.

Emergency Flood Insurance Program

The program as implemented on an emergency basis in accordance with Section 1336 of the

Emergency Flood Insurance Act. It is intended as a program to provide a first layer amount of insurance on all insurable structures before the effective date of the initial Floodplain Insurance Rate Map.

Encroachment

The portion of a structure or improvement that intrudes into a required setback, right-of-way, or easement; the placement of vehicles or equipment into a tree protection zone; or the access location.

Entitlement

Legal rights granted by approvals from the City to develop and use property.

Environmentally Sensitive Areas

Lands containing specimen trees, steep slopes, wetlands, watercourses, floodplains, habitat of endangered or threatened species, hillcrests, and similar features.

Envision Franklin

The general plan for physical development in the City of Franklin. Also called a long range plan or land use plan.

Erosion

The process of the gradual wearing away of land.

Essential Services

Government facilities, public utilities, and private utilities necessary for the exercise of a principal use or service of a principal building.

Establishment

A place of business with its furnishings and staff.

Estate Enclosure

A technique for screening historically significant lands and structures from adjacent development as described in Section 18.5, Estate Enclosure.

Event Venue

An establishment that hosts special events, such as weddings, wedding receptions, bridal receptions, rehearsal luncheons and dinners, anniversary celebrations, galas, birthday parties, family reunions, retirement parties, corporate meetings, conferences, trade shows, speaker luncheon series, auctions, museum exhibits, and similar events.

Evergreen Tree

A tree with foliage that is not dropped annually or that remains green throughout the year.

Exception

For the purposes of Section 17.6, Floodplain Regulations, a waiver from the provisions of this Ordinance which relieves the applicant from the requirements of a rule, regulation, order, or other determination made or issued pursuant to Section 17.6, Floodplain Regulations.

Existing Construction within the FWO or FFO Overlay Districts

Any structure for which the “start of construction” commenced before the effective date of the initial floodplain management ordinance, dated 9/14/76, adopted by the City of Franklin as a basis for participation in the National Floodplain Insurance Program.

Existing Grade

The slope or elevation of existing ground surface prior to cutting, grading, or filling.

Existing Manufactured Home Park or Subdivision

For the purposes of Section 17.6, Floodplain Regulations, a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, final site grading or the pouring of concrete pads) is completed before the effective date of the first floodplain management code or ordinance adopted by the community as a basis for that community’s participation in the National Floodplain Insurance Program.

Existing Structure

Any structure for which the “start of construction” commenced before the effective date of this Ordinance.

Existing Tree Canopy

The existing vegetative canopy or tree cover composed of crowns of healthy, self-supporting, woody vegetation.

Expansion to an Existing Manufactured Home Park or Subdivision

For the purposes of Section 17.6, Floodplain Regulations, the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Exterior Insulated Finish System (EIFS)

Acrylic, rubber-based material applied over a fiberglass mesh attached to a foam backing used as a facade material.

f**Facade**

An exterior side of a building.

Face Brick

Nonstructural brick or similar masonry material that is applied as a veneer to a wall or foundation as a decorative element.

Fair Market Value

The monetary price that a parcel of land, portion of land, improvement on land, or other commodity will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each prudently knowledgeable, and assuming the price is not affected by undue stimulus.

Family

One or more persons occupying a premises and living as a single housekeeping unit. A dwelling unit will be considered a single-family residence only if its permanent occupants are limited to one of the following categories:

- A. One or more persons related by blood, marriage, civil union, or adoption, guardianship, or other custodial relationship;
- B. The description in A above, plus no more than one person who is not related to the occupant(s) in A above; all of whom occupy the dwelling unit and function as a single housekeeping unit with common kitchen facilities; providing unrestricted access to the entire dwelling to all occupants; sharing food and other necessities; and sharing household expenses and responsibilities;
- C. Not more than four persons not so related,

living together in a dwelling unit as a single housekeeping unit with common kitchen facilities;

- D. Not more than five adult persons who are elderly or have a disability who reside in an adult care home as defined by T.C.A. § 68-11-201; or
- E. Eight or fewer unrelated persons with disabilities and up to three persons acting as support staff or guardians, who need not to be related to each other or to any of the other persons residing in the dwelling unit, pursuant to T.C.A. § 13-24-102. The single-family dwelling definition does not include residences where persons with disabilities reside that are operated on a commercial basis. As used in this definition, “disabilities” does not include persons who are mentally ill and, because of such mental illness, pose a substantial likelihood of serious harm as defined in T.C.A. § 33-6-501, or who have been convicted of serious criminal conduct related to such mental illness.

A person is considered to be a permanent occupant if such person:

- A. Occupies a dwelling for more than 21 days a month on average within any 12-month period;
- B. Registers to vote using the address of a dwelling;
- C. Receives mail at a dwelling;
- D. Registers a vehicle or applies for a driver’s license using the address of the dwelling; and
- E. Is registered to attend school, if applicable, using the address of the dwelling.

A single-family dwelling unit may include a separate quarters for persons who are related by blood, marriage, civil union, or adoption, guardianship, or other custodial relationship,

provided such quarters are connected by interior passageways to the other portions of the dwelling unit and are not rented to any unrelated tenants or otherwise used in violation of this Ordinance. If more than one meter is installed for the same type of household utility service, it will be presumed that a structure is not being used as a single-family dwelling.

Farm Animal

An animal kept for agricultural purposes. This use includes animals raised for home use or for profit, such as cattle or horses.

Farm-Field Boundary

A technique of screening historically significant lands or structures from adjacent development as described in Section 18.4, Farm-Field Boundary.

Fence

A structure used to delineate a boundary or act as a barrier or means of protection, confinement, or screening.

Fill

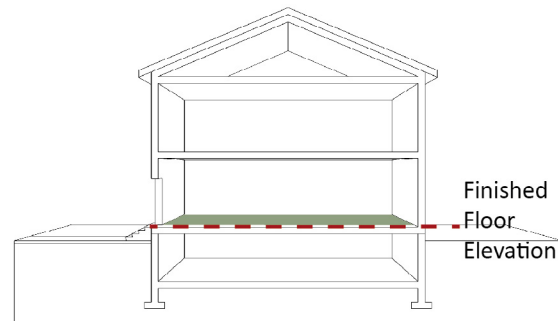
A portion of land surface or area to which soil, rock, or other materials have been or will be added; the height above original ground surface after the material has been or will be added; or the material used for the purposes of filling.

Final Plat

A type of application to finalize a layout for subdividing land into two or more lots suitable for recording at the Register of Deeds.

Finished Floor Elevation

The height of the finished flooring of the lowest floor serving habitable space within a structure or building.



Flag

A type of sign described as such in Section 15.9, Flag.

Flex Building Type

The principal building type described as such in Section 6.11, Flex Building.

Flood

A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

Flood Elevation Determination

A determination by the floodplain administrator of the water surface elevations of the base flood; that is, the flood level that has a one percent or greater chance of occurrence in any given year.

Flood Elevation Study

An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an

examination, evaluation, and determination of mudslide (i.e., mudflow) or flood-related erosion hazards.

Flood Hazard Boundary Map (FHBM)

An official map of a community, issued by the Federal Emergency Management Agency, where the boundaries of areas of special flood hazard have been designated as Zone A.

Flood Insurance Rate Map (FIRM)

An official map of a community, issued by the Federal Emergency Management Agency, delineating the areas of special flood hazard or the risk premium zones applicable to the community.

Flood Insurance Studies (FIS)

The official report provided by the Federal Emergency Management Agency, evaluating flood hazards and containing flood profiles and water surface elevation of the base flood.

Flood Protection System

Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a “special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Flood-Related Erosion

The collapse or subsidence of land along the shore of a lake or other body of water as a result

of undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a flash flood, or by some similarly unusual and unforeseeable event which results in flooding.

Flood-Related Erosion Area or Flood-Related Erosion Prone Area

A land area adjoining the shore of a lake or other body of water, which due to the composition of the shoreline or bank and high-water levels or wind-driven currents, is likely to suffer flood-related erosion damage.

Flood-Related Erosion Area Management

The operation of an overall program of corrective and preventive measures for reducing flood-related erosion damage, including but not limited to emergency preparedness plans, flood-related erosion control works, and flood plain management regulations.

Floodplain or Flood-Prone Area

Any land area susceptible to being inundated by water from any source.

Floodplain Management

The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

Floodproofing

Any combination of structural and nonstructural additions, changes, or

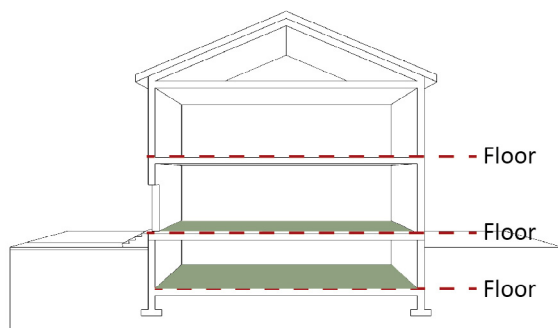
adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures, and their contents.

Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floor

For the purposes of Section 17.6, Floodplain Protection, the top surface of an enclosed area in a building, including the basement (i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction). The term does not include the floor of a garage used solely for parking vehicles.



Floor Area

The area located within the inside perimeter of the exterior walls of a structure and including the area occupied by closets, corridors, stairs and other features protected by enclosed surfaces. The floor area is considered to be exclusive of those areas that are open and unobstructed to the sky. The floor area includes the area of all floors, including the attic and the basement.

Food Sales (as an Accessory use)

The sale of prepared or processed food, snacks, baked goods, or other products intended for human consumption either for or not for profit, whether prepared on or off site as an accessory or subordinate activity to the principal use.

Foot-Candle

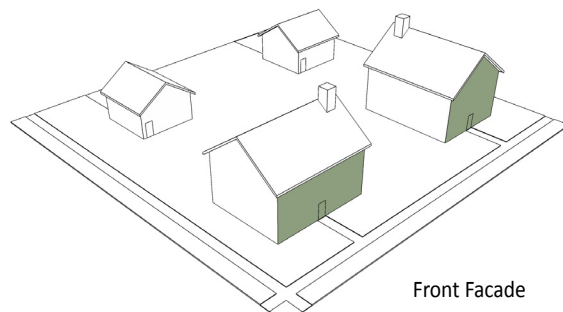
A unit of measurement referring to illumination incident to a single point at finished grade. One foot-candle is equal to one lumen uniformly distributed over an area of one square foot.

Freeboard

A factor of safety usually expressed in feet above a flood level for purposes of floodplain management. “Freeboard” tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

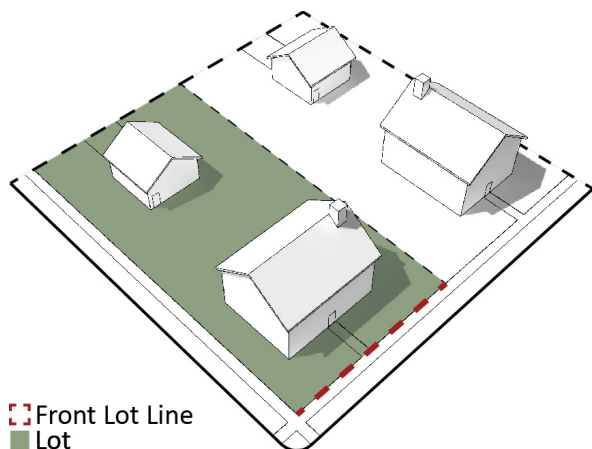
Front Facade

The side of the building that faces the street or internal drive and has a main entrance.

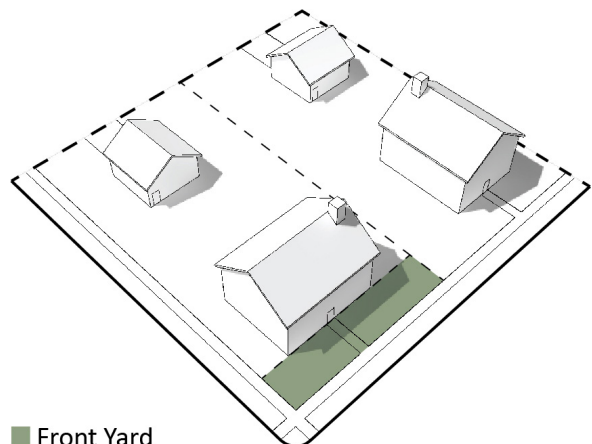


Front Lot Line

The boundary line of a lot, which abuts a street.

**Front Yard**

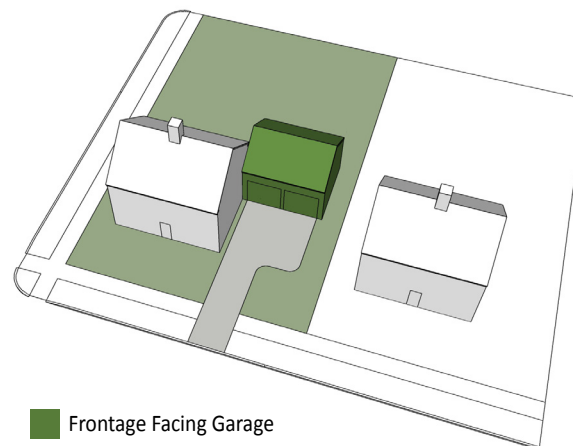
The open area located between the front facade of a building or structure and the front boundary of a lot that typically is the edge of an existing or proposed street right-of-way. The front yard extends the entire width of the lot.

**Frontage**

As defined in Subsection 7.1.1, Frontage Description.

Frontage-Facing Garage

A garage whose vehicular entrance faces a frontage.

**Functionally Dependent Use**

A use the intended purpose of which cannot be utilized unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Funeral Homes

An establishment engaged in undertaking services, such as preparing the human dead for burial or cremation, and arranging and managing funeral services.

g**Garage**

A detached accessory structure or part of a dwelling unit used for the parking or storage of vehicles as an accessory use.

Garden Center

A retail operation that sells plants and related products for the domestic garden as its primary business. Their plant stock is typically propagated elsewhere, such as by specialist nurseries or wholesalers.

Gas Station

An establishment where fuel is sold for automotive vehicles, often with a small convenience store carrying a limited selection of groceries and household items.

Gazebo

A freestanding, roofed, usually open-sided structure providing seating or an area for gathering.

General Requirements and Technical Specifications Water Management Department City of Franklin, Tennessee

Guidelines for Engineers, Contractors, and Developers for the planning, design, and construction of water distribution systems, wastewater collection systems, reclaimed water systems, and associated appurtenances within the City of Franklin, Tennessee Water Management Department service area. The specifications identify standards, criteria, submittal requirements, and approval procedures to be used for projects within the City of Franklin.

General Warehousing

Structures used for the storage or distribution of goods where there is no sale of items to retailers or the general public unless permitted as an accessory use to the warehouse.

Genus

A taxonomic category ranking of types of organisms below a family and above a species and generally consisting of a group of species exhibiting similar characteristics.

Geotechnical Report

A comprehensive assessment of geological conditions of a particular area where construction is proposed.

Glare

The reflection or harsh, bright light and the physical effect resulting from high luminance or insufficiently shielded light sources to cause annoyance, discomfort, or loss in visual performance and visibility.

Glazing

The portion of an exterior building surface occupied by glass.

Golf Course

Land laid out for golf with a series of nine or 18 holes each including tee, fairway, and putting green and often one or more natural or artificial hazards. Golf courses typically include a clubhouse with ancillary restaurant and driving range.

Grading

An operation or occurrence by which existing site elevations are changed, or where ground cover, natural or man-made is removed, or a watercourse or body of water, either natural or man-made, is relocated on a site. This includes stripping, cutting, filling, stockpiling, or any combination thereof and shall apply to the land in its cut or filled condition.

Green

The type of open space described as such in Section 11.8, Square or Green.

Greenway

The type of open space described as such in Section 11.4, Greenway.

Grid Street Network

A system of higher and lower order streets that are generally arranged in a pattern where most streets and internal drives are connected and dead end streets are minimized.

Gross Floor Area

The sum of the gross area of every story of a building measured from the exterior limits of the faces of the structure. Gross floor area does not include basements, garages, or parking structures, or parking areas.

Ground Cover

Any natural vegetative growth or other material that renders the soil surface stable against accelerated erosion.

Group Home

A facility that provides for the care and supervision, on a temporary or permanent basis, of groups of more than eight, but not more than 20, persons not defined as a family, who are handicapped, aged, disabled, or need foster care (includes home health hospice.)

Guyed Tower

A structure composed of three or four support legs, that is “guyed” by wires to anchors in the ground placed at distances radially from the tower and is used to support telecommunications equipment and antennas.

h**Half Story**

The uppermost habitable building level in which a sloping roof replaces the upper part of one or more of the facade walls, and which level contains less finished area than the first level of the building.

Hanging Sign

A type of sign described as such in Section 15.10, Hanging Sign.

Heavy Industrial Uses

A use characterized by manufacturing, mining, or compounding processes of raw materials that often involves outdoor operations as part of the process.

Hedge

A group of shrubs planted in a continuous line or in groups that forms a continuous compact, living wall.

Highest Adjacent Grade

The highest natural elevation of the ground surface, prior to construction, adjacent to the proposed walls of a structure.

Hillcrest

The summit line of a hill or mountain.

Hillside Plan

Separate sheets of a submittal for a development application that show how the development is designed with the natural topography, steep slopes, viewshed, and treed areas. It can be part of a development plan, site plan, or preliminary plat.

Historic Resource Edge Treatment

A context-based treatment along the edge of a historic resource to screen a new development from the historic resource or integrate it into a new development.

Historic Structure or Resource

Any building, structure, site, district, area, or land of architectural, historical, archaeological, or cultural importance or value, which the City protects, enhances, and preserves in the interest of the culture, prosperity, education, and general welfare of the citizens. It may be inclusive of, but not limited to, any of the following:

- A. Any that are listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Any that are certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Any that are individually listed on the Tennessee inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Any that are individually listed on the City of Franklin, Tennessee inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 1. By the approved Tennessee program as determined by the Secretary of the

Interior; or

2. Directly by the Secretary of the Interior.

Home Occupation

A business requiring a business license that is conducted as an accessory use within a residential dwelling unit for the economic gain or support of a resident of the dwelling and is incidental and secondary to the residential use and that does not adversely or perceptively affect the character of the property or surrounding area.

Homeowner Association

An incorporated nonprofit organization operating under recorded agreements through which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.

Hospital

A facility providing medical, psychiatric, or surgical services for sick or injured persons primarily on an inpatient basis, including ancillary facilities for outpatient and emergency treatment, diagnostic services, training, research, and administration, and services to patients, employees, or visitors.

Hotel

A building or a group of buildings in which sleeping accommodations are offered to the public and intended primarily for rental for temporary occupancy by persons on an overnight basis, not including bed and breakfast establishments or rooming houses. Hotels include a high level of guest services and on-site amenities such as pools, restaurants, fitness centers, and similar features. Guest rooms are only accessible from an indoor corridor.

House (Building Type)

The principal building type described as such in Section 6.3, House.

Hue

The visible color emitted from an artificial source of exterior lighting.

i**Illumination**

Brightening or shining with light or a luminous substance.

Impervious Surface

Buildings, parking areas, driveways, streets, sidewalks, areas of concrete, asphalt, gravel, or other compacted aggregate, and areas covered by the outdoor storage of goods or materials that do not absorb water.

Improvement

Any human-made alteration of land, a lot, a building, or structure.

Indoor Animal Services

A facility that regularly offers to the public indoor pet care services for companion animals, such as veterinary services, day care, overnight boarding, grooming, or training for a fee. There are no dedicated outdoor facilities.

Indoor/Outdoor Animal Services

A facility that regularly offers to the public pet care services which include both indoor and outdoor facilities. Services include veterinary

services for companion animals or farm animals, overnight animal boarding, day care, grooming, or training for a fee.

Industrial Sales

Retail or wholesale sales of bulk materials used for manufacturing, construction, machinery and equipment, or landscape materials, such as mulch or stone.

Industrial Services

An establishment engaged in the repair, servicing, or contracting of industrial, business, or consumer machinery, equipment, products, or by-products. These establishments may service consumer goods by providing centralized services for other businesses. Examples include building maintenance services, construction contractors, landscape services, and similar establishments engaged in performance of services off-site.

Industrial Uses

The classification of those principal uses as listed under that heading in Subsection 5.1.3, Permitted Principal Uses by Zoning District.

Infill development

Development or redevelopment of buildings and structures on vacant or underused lots within areas containing existing structures.

Integral Sign

A sign or plaque carved into stone, concrete, or similar material, or made of bronze, aluminum or other permanent type metal materials, and made an integral part of the structure.

Intensity

The amount of nonresidential square feet of gross floor area.

Internal Drive

A curbed pedestrian and vehicular access way and parallel parking accommodation within a lot or development site that connects to a street or another internal drive, and provides access and circulation to or through such lot or development site and the building(s) and parking accommodations thereon.

Invasive Exotic Pest Plants of Tennessee

A document published by the Tennessee Exotic Pest Plant Council that specifies nuisance plants that shall not be used toward meeting the landscaping requirements in this Ordinance.

I-65

Interstate-65 (I-65) is a controlled access highway that is part of the federal interstate highway system.

j**k****Kiosk**

A small structure in a public area used for providing information, displaying advertisements, or selling goods.

Knee Wall

A low-wall that is often part of or within a building.

l**Land**

The earth, water, and air, above, below, or on the surface, including any improvements or structures customarily regarded as land.

Land-Disturbing Activity

Any human-made change of the land surface including removing vegetative cover, demolition, excavating, filling, or grading, but not including agricultural uses.

Landscape

Vegetation, whether existing or planted that is located on a lot or site. Landscape includes areas used by such vegetation that are occupied by a ground cover such as mulch, pine straw, or living ground cover.

Landscape Island

A planting area within a surface parking area that is designated for trees, shrubs, and groundcover for the purposes of providing visual relief and heat abatement.

Landscape Plan

Separate sheets of a submittal for a site plan application that show how the development is designed to meet tree protection, landscape, buffers, and screening requirements.

Landscape Surface Area

The portion of a lot or development site not covered by impervious surface and is available for accommodating landscape material.

Large Scale Retail Building Type

A principal building type described in Section 6.9, Large Scale Retail Building.

Lattice Tower

A structure composed of three or four support legs with crossed frame design.

LED Display Screen

A flat display panel that uses an array of light-emitting diodes as pixels for a display of an image or video. This definition includes plasma or similar screens.

Levee

For the purposes of Section 17.6, Floodplain Regulations, a man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee System

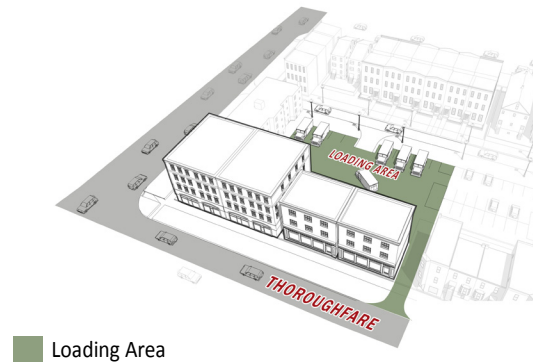
For the purposes of Section 17.6, Floodplain Regulations, a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Light Industrial Uses

The manufacturing, processing, or assembly of products within a fully enclosed structure where noise, odor, light, or vibrations are not noticeable from the adjacent properties.

Loading Area

Area conveniently located for bulk pickups and deliveries, scaled to delivery vehicles, and not considered as part of the minimum required parking spaces.



■ Loading Area

Local Street

A type of street defined by Connect Franklin designed primarily for access directly to individual lots or developments.

Lot

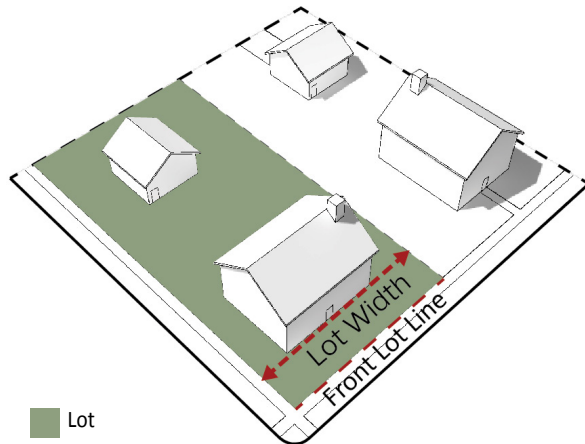
A parcel of land occupied, or intended to be occupied, by one main building, or a group of main buildings, including open spaces as required by this Ordinance and other regulations and ordinances.

Lot of Record

A lot or tract of land, described by deed and/or subdivision plat, filed in the Register's Office, Williamson County, Tennessee.

Lot Size

The area, measured in gross square feet or acres, contained within a lot.

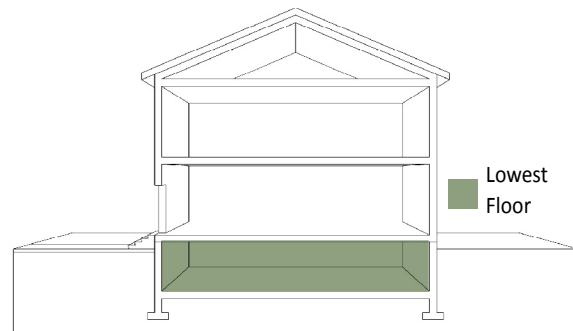


Lot Width

The distance between the side lot lines measured at the point of the front yard setback line. For corner lots, the lot width is the distance between the side lot line and the side street-facing lot line, measured at the point of the front yard setback line.

Lowest Floor

The floor surface of the lowest enclosed area of a structure, including a basement. An unfinished or flood-resistant enclosure, usable solely for parking vehicles, building access, or storage, in an area other than a basement area, is not considered to be the lowest floor of a building, provided that the enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this Ordinance.



m

Machinery Assembly and Repair Facility

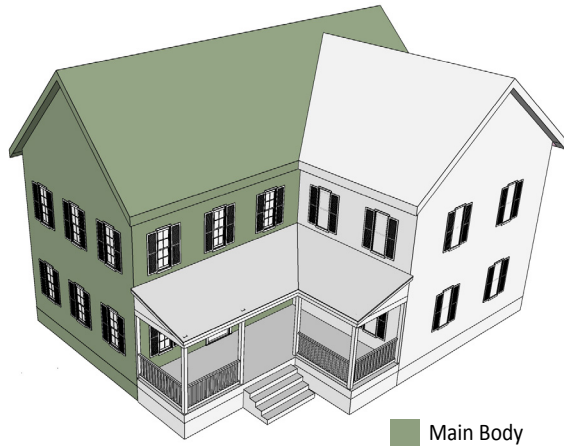
An establishment engaged in the assembly, maintenance, or repair of commercial and industrial machinery and equipment.

Mailbox Delivery Facilities

Two or more mailboxes located within a common supporting structure.

Main Body

The primary mass of a building. The main body may be augmented by side or rear wings as well as bays, porches, and balconies.

**Main Color**

A color used on the facade of a building that constitutes the majority of the color on such facade.

Main Entrance

A place of ingress and egress to a building that faces the frontage.

Major Intersection

An intersection of one arterial street with another arterial, collector, or Interstate highway.

Major Recreational Equipment

A vehicular or portable structure transportable on a mobile chassis, designed to be used for recreational and vacation uses, including travel trailers, pickup campers, coaches, motorized dwellings, tent trailers, boats, boat trailers, other motorized watercraft, and other similar recreational equipment.

Manufactured Home Park or Subdivision

For the purposes of Section 17.6, Floodplain Regulations, a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map

For the purposes of Section 17.6, Floodplain Protection, the Flood Hazard Boundary Map (FHBM) or the Flood Insurance Rate Map (FIRM) for a community issued by the Federal Emergency Management Agency (FEMA).

Masonry

Brick, stone, or concrete. Fiber cement siding, stucco, and exterior insulation and finish systems (EIFS) are not considered masonry.

Mass Grading

Any stripping, cutting, filling, or stockpiling of earth or stone as a means of establishing new grades over a significant portion of a lot or site prior to new construction.

Mean Sea Level

For the purposes of Section 17.6, Floodplain Regulations, the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For the purposes of this Ordinance, the term is synonymous with the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

Measurement

A straight line from one lot line to another, from a building or structure to a lot line, or from a building or structure to another building or structure unless otherwise stated.

Median

A portion of a street or internal drive separating the opposing traffic flow and designed to prevent crossover movements by vehicles.

Mew

A type of alley as described in the Transportation and Street Technical Standards.

Minor Accessory Structure

A type of accessory structure that has a footprint of 200 square feet or less. Examples include storage or potting sheds, workshops, and greenhouses.

Mixed-Use Development

A tract of land or structure developed for both residential and nonresidential uses. Such uses may be vertically integrated within a multi-story building or horizontally integrated within one or more buildings on a lot or development site.

Mobile Home

A structure, transportable in one or more sections, which is built on a permanent single chassis and designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include “major recreational equipment”. For the purposes of this definition, “manufactured home” and “mobile home” shall be considered interchangeable.

Mobile Service Provider Office

A home occupation use that is limited to the office accommodations for a professional service that is carried out in transitory locations. Examples include, but are not limited to mobile automotive detailing services and mobile pet grooming services.

Modification of Standards (MOS)

A modification of the standards of this Ordinance as described in Section 20.8, Development Plan.

Monopole

A structure composed of a single pole used to support telecommunications equipment and antennas.

Monument Sign

A type of sign described as such in Section 15.11, Monument Sign.

Moving Sign

A sign or device that swings, undulates, or otherwise attracts attention through the movement of parts, or through the impression of movement, and includes flashing, fluttering, moving, pennant, revolving, rotating, streamer, windblown, or similar signs or devices, not including a hanging sign.

Multi-Phase Development

A development consisting of two or more distinct phases intended to occur in a sequential order.

Multi-Stemmed Tree

A canopy or understory tree having two or more primary stems or trunks, each of which is included within the determination of caliper or DBH.

Multifamily (Building Type)

The principal building type described as such in Section 6.7, Multifamily.

Multifamily (Use Type)

A type of residential use with a building containing five or more individual dwelling units, with the units often stacked vertically, sharing common vertical walls and/or horizontal floors and ceilings, often called apartments, lofts, condominiums, stacked flats, or age-restricted independent living, and may include units for sale or rent.

Multiplex (Building Type)

The principal building type described as such in Section 6.5, Multiplex.

Multiplex (Use Type)

A type of residential use with a building containing three to four dwelling units that has the appearance of one house from the street. They often share a common entrance.

n

National Geodetic Vertical Datum (NGVD)

For the purposes of Section 17.6, Floodplain Regulations, as corrected in 1929, a vertical control used as a reference for establishing varying elevations within the floodplain.

National Historic Landmarks

Nationally significant historic places designated by the Secretary of the Interior because they possess exceptional value or quality in illustrating or interpreting the heritage of the United States.

National Register of Historic Places

The Secretary of the Interior's official list of the nation's historic places worthy of preservation; lands and structures on the list possess exceptional value or quality in illustrating or interpreting the heritage of the United States.

Native Vegetation

Any indigenous tree, shrub, ground cover, or other plant adapted to the soil, climatic, and hydrographic conditions occurring on the site.

Natural Areas

The type of open space described as such in Section 11.3, Natural Area.

Naturally Occurring Slope

The changes in grade or elevation on a lot or site that result from natural processes, not land-disturbing activities.

Nature Trail

A type of pedestrian path through natural areas, including hiking, walking/jogging, and mountain bike trails.

Neighborhood Amenities

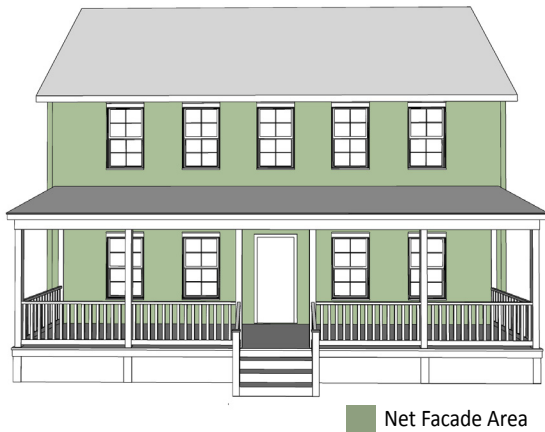
Outdoor recreation areas, such as pools, sports fields, sports courts, playgrounds, and dog parks typically for use by residents of the development.

Neon

Lights, tubes, or other devices used to emit neon light.

Net Facade

The area on a facade, excluding door and window openings.

**New Construction within the FFO District**

Any structure for which the “start of construction” commenced on or after the effective date of the initial floodplain management ordinance, dated 9/14/76, including any subsequent improvements to such structure.

New Manufactured Home Park or Subdivision

For the purposes of Section 17.6, Floodplain Regulations, a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of this ordinance or the effective date of

the initial floodplain management ordinance and includes any subsequent improvements to such structure.

Non-Buildable

Land not suitable or permitted to be built upon.

Nonconforming Lot of Record

A lot that was legally-created by deed or other legal mechanism before it was in the City or prior to the City and County initial adoption of Subdivision Regulations that does not meet the dimensional standards established by the applicable zoning district.

Nonconforming Sign

A sign or sign structure constructed or erected prior to the effective date of this Ordinance or amendment containing provisions with which the sign or sign structure does not comply, or any sign that was lawfully erected and complied with the sign regulations in effect at the time it was erected, but is no longer in compliance.

Nonconforming Structure

A structure or portion thereof, not including signs, legally developed before the effective date of this Ordinance, or any amendment thereto, but that does not comply with one or more provisions of this Ordinance.

Nonconforming Use

The use of a building or land lawful at the time of the enactment of this Ordinance that does not conform with the provisions of this Ordinance for the zoning district in which it is located.

Nonconformity

An existing use, structure, lot of record, sign, or tower that was lawfully established before this Ordinance was adopted that no longer conforms with one or more provisions of this Ordinance.

Nonresidential Building

Any building containing solely nonresidential uses.

Nonresidential Structure

Any structure containing solely nonresidential uses.

Nonresidential Use

A use of land for recreation, civic or institutional, commercial, or industrial purposes that excludes any residential use.

North American Vertical Datum (NAVD)

For the purposes of Section 17.6, Floodplain Regulations, as corrected in 1988, a vertical control used as a reference for establishing varying elevations within the floodplain.

Nuisance

Any interference with the use and enjoyment of a neighboring property that is substantial and unreasonable, such as would be offensive or inconvenient to the normal person. Examples may include any interference or disturbance, which renders physical occupation of a neighboring property uncomfortable, endangers life or health, gives offense to the senses, or violates the laws of decency.

Nuisance Tree

A tree that interferes with the quiet enjoyment of real or personal property or public infrastructure.

O**Office**

The premises used by an establishment primarily engaged in providing professional, financial, administrative, clerical, and similar services.

On-Site Parking

Parking on a lot, not inclusive of parallel parking on internal drives.

One Hundred Year Flood

Floods of a large magnitude that are only expected to be equaled or exceeded once (on average) during any 100-year period.

Opacity

A measurement indicating the degree of obscuration of light or visibility.

Opaque Screen

Any combination of vegetative material, fences, or walls and designed to completely obstruct off-site views into the area.

Open Space

Land used for active or passive recreation or resource protection purposes, not including residential lots, right-of-way, or parking or loading areas.

Open Space Lot

A single lot or group of lots intended to contain open space set-asides.

Open Space Set-Aside

Portion of a proposed development required for reservation as permanent open space.

Outdoor Dining Area

The type of open space described as such in Section 11.9, Outdoor Dining Area.

Outdoor Sales

The placement of products or materials for sale outside the entrance of a retail or wholesale sales establishment.

Outdoor Storage

The keeping, in an unroofed area of any goods, material, merchandise, or vehicles in the same place for more than 24 hours. This does not include the display of vehicles or equipment for sale or rental in a sales lot.

Overnight Stay

For the purposes of Chapter 4, Overlay Zoning Districts, overnight stay refers to uses where people or animals sleep overnight, such as residential uses, group homes, continuum of care facilities, correctional facilities, hospitals, bed and breakfast establishments, hotels, and animal services with boarding facilities.

p

Parallel Parking Space

A parking space located parallel to a public or private street or internal drive.

Parapet or Parapet Wall

That part of a building facade that rises above the roof level, typically obscuring a flat roof as well as any roof-mounted equipment.

Parcel

See “Lot”.

Parked Vehicle Sign

Signs placed on or affixed to vehicles or trailers that are parked on a public or private street or on public or private property so as to be visible from a public or private street or internal drive. This does not pertain to signs placed on or affixed to vehicles, where the sign is incidental to the primary use of the vehicle or trailer or to exclude the advertising of the vehicle for sale.

Parking Area

Parking spaces that serve a principal use.

Parking Bay

A parking area consisting of one row of parking spaces or stalls and the aisle from which motor vehicles enter and leave the spaces.

Parking Demand Study

An analysis of the total number of parking spaces required in order to accommodate the maximum number of vehicles for parking purposes by a particular use or site at any given time, including the parking requirements for all employees, occupants, clients, and visitors.

Parking Space

A space that is designated for the parking or temporary storage of one vehicle.

Parking Structure

A structure designed for vehicular parking below, at, and/or above grade, excluding, however, a garage.

Partial Certificate of Appropriateness

A partial certificate of appropriateness (COA) is a type of COA specific to single family residential site plans that limits approval to conceptual elevations, height, massing, scale, setbacks, and types of historic resource edge treatment. A partial COA does not permit the issuance of a building permit.

Passive Parks, Passive Recreation

Land used for low-intensity recreation, open space, and conservation of natural habitat. Improvements are natural resource-oriented, such as picnic areas, canoe launches, arboretums, benches, trails for hiking, biking, or horseback riding, and archaeological and historical sites. Site disturbances, such as grading, vegetation removal, and lighting are minimal. These facilities are often located within dedicated natural areas.

Pasture Animal

Any horse, cow, goat, or other domestic livestock.

Pedestrian

A person traveling on foot under their own locomotion.

Pedestrian-Scale Lighting

Devices intended to provide exterior lighting that are lower in height than commercial lighting and located proximate to pedestrian areas such as sidewalks, open space areas, or plazas.

Performance Agreement

An agreement between an applicant or developer and the City to ensure the completion of required improvements as part of site plan or final plat approval.

Perimeter Landscape

A planting area with vegetative material, walls, fences, and/or associated ground cover located along the perimeter of a surface parking area used as screening.

Perimeter Planting Strip

A planting area along the outer edge of a surface parking area.

Person

Person means any individual, corporation, government agency, government official, business trust, partnership, two or more persons having a joint interest, or any other legal entity. Persons subject to the remedies and penalties established in Chapter 22, Enforcement, for violating this Ordinance shall include an architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this Ordinance; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the land on which the violation occurs.

Personal Services

An establishment that primarily engages in providing services generally involving the care of the person or person's possessions. Personal services include laundry and dry-cleaning services, barber shops, salons, day

spas, informational and instructional services, tanning salons, portrait studios, and other personal care services. Services associated with an animal are not included in this definition.

Pervious Surface

A surface that absorbs water or allows the passage of water through it to the ground below.

Pier

Posts, columns, or similar devices designed to elevate a building or structure above the grade level.

Pilaster

A rectangular column with a capital and base that is attached or affixed to a wall as an ornamental design feature.

Place of Public Assembly

An institution or facility that congregations of people regularly attend to participate in or hold meetings, workshops, lectures, civic activities, religious services, performances, and other similar activities, including buildings or performance venues in which such functions and activities are held.

Plan Amendment

A type of application to amend the general plan, entitled Envision Franklin.

Plan of Services

A plan for how the City would provide municipal services to land if annexed.

Planting Season

The dormant time of the year for trees beginning with leaf drop and ending with bud

break; which is generally late fall (November) to early spring (March), excluding winter months when the ground is frozen.

Planting Strip

An area located immediately between the sidewalk and the curb or street pavement that serves as the area where street trees are planted.

Platted Lot

A lot shown on a recorded final plat.

Plaza

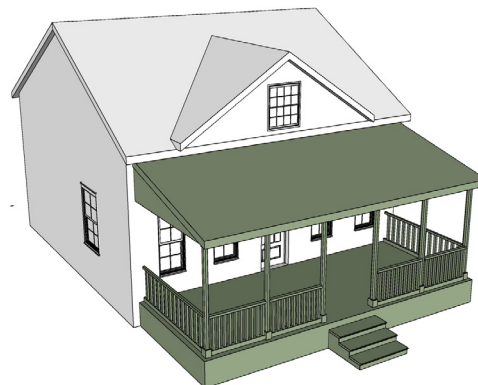
A type of open space described as such in Section 11.10, Plaza.

Pocket Park

A type of open space described as such in Section 11.6, Pocket Park.

Porch

A projection from an outside wall of a dwelling that is covered by a roof and/or sidewalls (other than the sides of the building to which the porch is attached) for the purpose of providing shade or shelter from the elements, which is at least six feet deep.



Portable Shipping Container

A large metal or wooden container, typically intended for transport by large truck, train, or ship, that is used for the temporary storage and or transport of personal property.

Portable Sign

A sign or device, counterbalance sign, trailer sign, or any variation thereof, located on the ground, easily movable, not permanently attached thereto. Also includes any single or double surface painted or poster panel type sign or any variation thereof.

Portico

A porch or walkway with a roof supported by columns, often leading to the entrance of a building.

Preliminary Historic Zoning Commission (HZC) Recommendation

A type of application to provide preliminary recommendations for development in the Historic Preservation Overlay District

Preliminary Plat

A type of application to propose a layout for subdividing land into more than two lots.

Primary Materials on a Facade

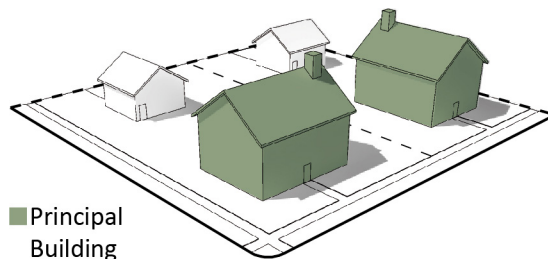
The exterior building materials used to clad most of a building facade.

Prime Agricultural Lands

Lands actively engaged in direct production of agricultural goods or products.

Principal Building

A building in which the principal use of the lot is conducted on which it is situated.

**Principal Use**

The primary use or activity taking place on a lot. The principal use does not include any accessory uses occurring on the same lot.

Private Street

Any street or road owned and maintained by a private individual, organization, or company rather than by a unit of government.

Produce Stand

A building or structure used for the retail sales of fresh fruits, vegetables, flowers, herbs or plants grown on the same parcel of land where the stand is located. Such use may also involve the accessory sales of other unprocessed foodstuffs, home processed food products such as jams, jellies, pickles, sauces or baked goods, and homemade handicrafts. No commercially packaged handicrafts or commercially processed or packaged foodstuffs shall be sold. Such uses also include “pick your own” establishments where customers gather their own produce from the fields for purchase and off-site consumption.

Property Owner Association

An incorporated nonprofit organization operating under recorded agreements through

which each owner in the development is automatically a member, and each lot is subject to a proportionate share of the expenses of the organization's activities or responsibilities.

Public Access Easement

A grant by a landowner to the public for ingress and egress across private lands, commonly to provide access to public improvements, infrastructure, open spaces, or other specified purposes. A public access easement does not constitute fee simple ownership of the land.

Public Improvement

Street, park, or other public way, ground, place or space, public building or structure, facility, or public utility, which serves and is available to the public.

Public or Private Infrastructure

Facilities and services needed to sustain development and land-use activities, including water, sewer, drainage, stormwater management improvements, streets, sidewalks, and other similar facilities.

Public Sign

A sign erected by a governmental entity or agency in the public interest, such as safety signs, danger signs, trespassing signs, traffic signs, memorial plaques, signs of historical interest, and similar signs.

Public Street

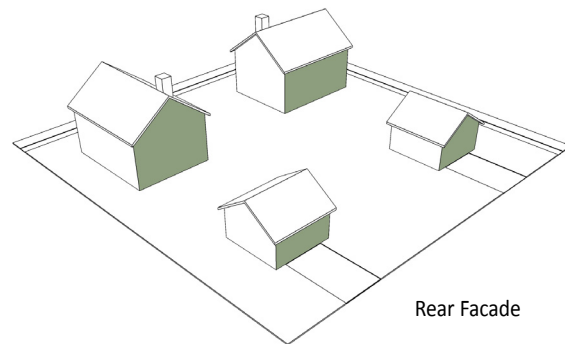
Any street or road owned or maintained by a unit of government.

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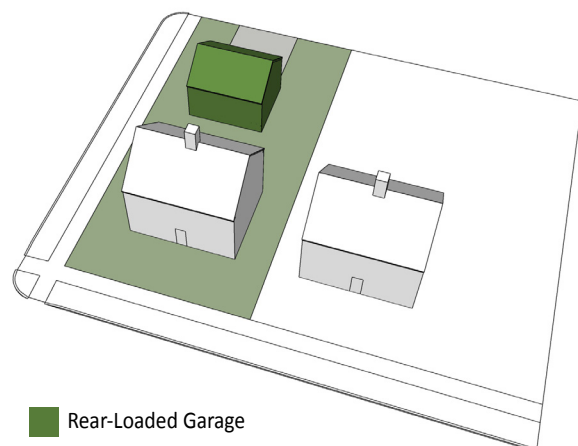
Rear Facade

The side of a building facing the rear or back of a lot or building site, not facing a street.



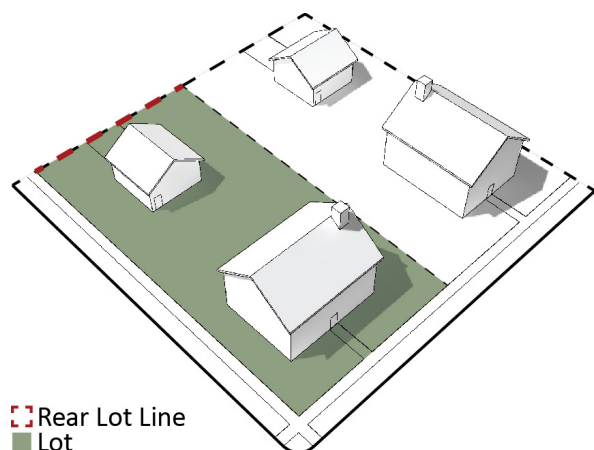
Rear-Loaded Garage

A garage whose vehicular entrance faces the rear lot line.

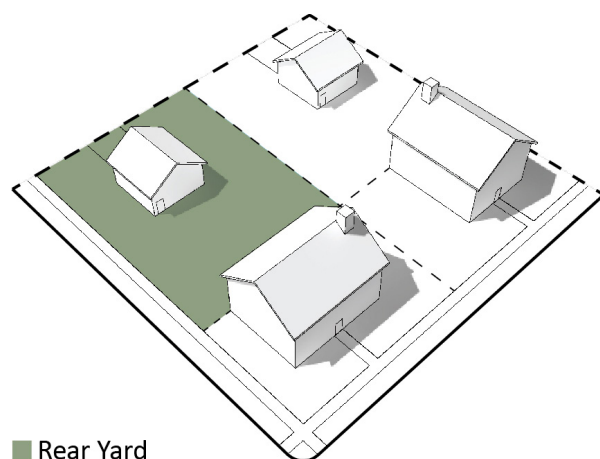


Rear Lot Line

The boundary line of a lot which is generally opposite, and does not intersect, the front line.

**Rear Yard**

The open area, except as otherwise authorized in this Ordinance, located between the rear facade of a building or structure and the rear boundary of a lot, and extending from one side lot line to the other side lot line.

**Reasonably Safe from Flooding**

Base flood waters will not inundate the land or damage structures to be removed from the Special Flood Hazard Area and that any subsurface waters related to the base flood will

not damage existing or proposed structures.

Recreational Vehicle

For the purposes of Section 17.6, Floodplain Protection, a vehicle which is built on a single chassis; 400 square feet or less when measured at the largest horizontal projection; designed to be self-propelled or permanently towable by a light-duty truck; and designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel, or seasonal use.

Recycling Drop-Off Center

A small collection facility where recyclable materials are purchased or accepted from the public. It is an accessory use.

Redevelopment

Any proposed expansion, addition, renovation, or major change to an existing building, structure, or aspect of development.

Refuse Area

Area containing dumpsters, trash compaction, garbage or recycling collection, and other similar service areas.

Regulatory Floodway

The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Rehabilitation (of a Historic Structure)

The act of returning a historic structure to usable condition through repair, alteration, and/or preservation of its features.

Rehabilitation Center

A facility that provides formal, organized, services designed to alter specific physical, mental, or social functions of persons under treatment by reducing disability or discomfort. Such facilities also ameliorate the signs or symptoms causing such functions, which may include physical therapy, counseling, vocational, social and/or educational services aimed at restoring the overall well-being, health, and abilities of those being treated, as determined and licensed by the Tennessee Department of Health, Board of Licensing Health Care Facilities. Rehabilitation centers may be stand-alone facilities or be a component of other facilities.

Remote Parking

A parking area intended to serve one or more uses provided on a different parcel or lot than the use it is intended to serve.

Replacement Tree

A tree that is required to be planted after the development of a site to replace predevelopment existing trees that were removed either accidentally or in violation of this Ordinance during or as a result of the land disturbance process.

Required Landscape

Landscape requirements, including site landscaping, parking area landscaping, buffers, streetscape landscaping, street trees, historic resource edge treatments, or screening composed of vegetative materials.

Required Yard

The space between a lot line and a building within which no structure shall be permitted, except as authorized in this Ordinance.

Residential Character

A building form, neighborhood, or area that is intended primarily for dwelling purposes, and includes human-scaled detailing, pedestrian orientation, and attributes intended to encourage human activity and interaction.

Residential Lot

A lot with an existing residential use or designated for residential use through zoning, excluding multifamily residential.

Residential Uses

The classification of those principal uses as listed under that heading in Subsection 5.1.3, Permitted Principal Uses by Zoning District.

Restaurants

An establishment engaged in the retail sale of prepared food and drinks for consumption on the premises or for carryout.

Restricted-Access Bicycle Enclosure

A locked area containing within it one bicycle rack space for each bicycle to be accommodated, and accessible only to the owners or operators of the bicycles parked within it.

Retail Uses

An establishment primarily engaged in the sale of goods and materials to the general public. Retail uses may include retail shops, bookstores, antique stores, convenience stores, bakeries, grocery stores, retail plant sales, and similar uses.

Retaining Wall

A wall or similar structure used at a grade change to hold the soil on the uphill-side of

the wall from slumping, sliding, or falling. Examples include segmental walls, masonry walls, poured-in-place walls, boulder walls, and pre-split rock walls.

Retention (Wet) Pond

A stormwater management feature that uses a wet basin as a holding area for stormwater runoff and is designed to retain a permanent pool of water throughout the year.

Rezoning

A change in the district boundaries or district classifications of the zoning map. For the purposes of this Ordinance, rezoning also includes the initial zoning of a property that occurs with annexation.

Right-of-Way (ROW)

An area owned or maintained by the City, County, the State of Tennessee, federal government, a public utility, a railroad, or a private concern for the placement of such utilities and/or facilities for the passage of vehicles or pedestrians, including roads, streets, pedestrian walkways, utilities, or railroads.

Riparian Buffer

The area of natural or planted vegetation adjacent to a natural watercourse as measured landward from the normal pool elevation of impounded structures and from the bank of each side of streams, rivers, lakes, ponds, or wetlands which is intended to remain undisturbed.

Riverine

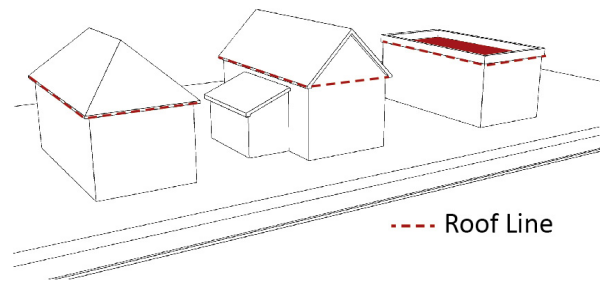
Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Roof Forms

The type, arrangement of ridges or parapet walls, or materials used on a roof.

Roof Line

The highest point of a flat roof or mansard roof and the lowest point of a pitched roof, excluding any cupolas, chimneys, or other minor projection.

**Roof Sign**

An attached sign wholly or partially dependent upon the roof of any building for support.

Routine Maintenance

The preventative or cyclical maintenance that is a part of the on-going care and upkeep of any building, structure, property, or improvement.

Rural Character

The development patterns, architecture, and arrangement of land uses such as agriculture and undeveloped lands found in sparsely settled areas.

S**Sandwich Board Sign**

A type of sign described as such in Section 15.12, Sandwich Board Sign.

Screening

A method of visually shielding or obscuring one abutting or nearby structure or use from another by fencing, walls, berms in certain instances, gates, parapets, penthouse enclosures, features of a building, or densely planted vegetation.

Seasonal Sales

The temporary sale of goods or products associated with the season or a cultural event, such as the sale of Christmas trees, pumpkins, or seasonal produce. Such sales typically take place in locations not devoted to such sales for the remainder of the year.

Secondary Street

A street, by virtue of its use, location, absence of pre-existing pedestrian supportive qualities, or lack of prominence, that may be allowed to have some screened parking along the lot frontage.

Security/Caretaker's Quarters

An accessory dwelling located on the premises of another principal use for the occupancy of a caretaker, security guard, or other person charged with oversight or protection of the principal use.

Self-Storage Facilities

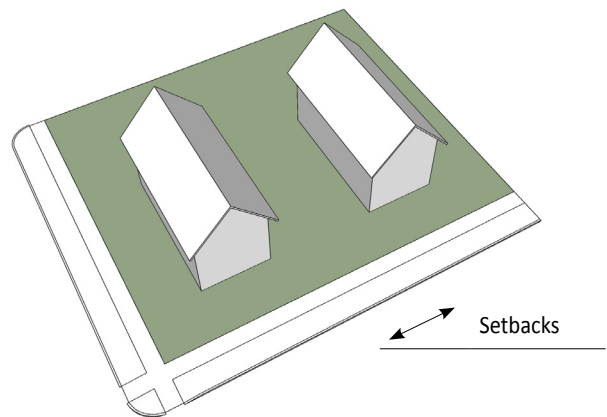
A building or group of buildings that contains equal or varying sizes of individual, compartmentalized, and controlled access stalls or lockers for the storage of residential or commercial customer's goods or wares.

Service Area

Maintenance areas, equipment areas, loading docks, loading berths, or similar spaces that serve the principal use or building.

Setback

A setback refers to the distance which a building is required to be set back from a lot line or from a nearest building or structure.

**Severe Pruning**

The pruning, cutting, or otherwise damaging of the natural form of a tree or shrub, whether existing or installed, such that a significant or noticeable portion of the crown system is removed (e.g., 25 percent of the crown removed from a tree, or the continued cutting/trimming of trees previously pruned illegally, or pruning of trees that must grow naturally to meet the landscaping requirements), or if more than one-third of the overall circumference of a tree or shrub is exposed by pruning cuts.

Shared Parking

Parking spaces shared by two or more uses that are in proximity to one another and the parking area, and that have different operational characteristics such that utilization of the parking spaces by one use will not generally overlap with the utilization of the parking spaces by the other use(s).

Shed

A simple roofed accessory building that is typically used for storage, a shelter for animals, or a workshop.

Shoebox-Style Lighting Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

A dwelling unit used, in its entirety, for transient occupancy, for which the City has issued to the owner a business license for such use, in accordance with the Municipal Code.

Showroom

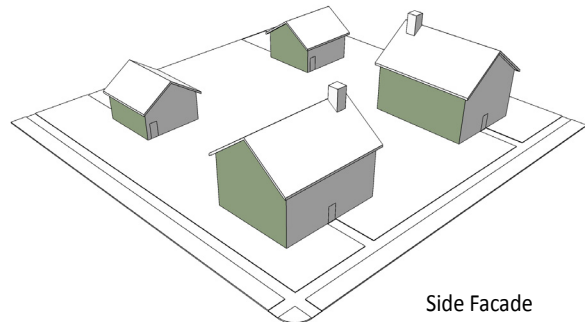
A large room used for displaying a company's products for sale, such as vehicle models, appliances, furniture, plumbing or lighting fixtures. Showrooms typically have a small office component for sales.

Shrub

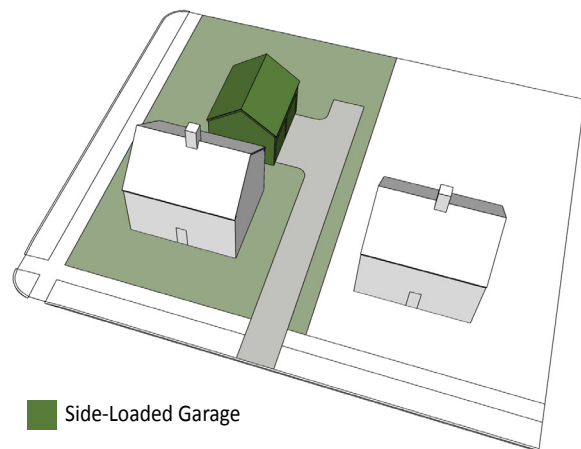
A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.

Side Facade

A side of a building and connects the front and rear facade. A side facade faces an internal lot line or a secondary street or secondary internal drive.

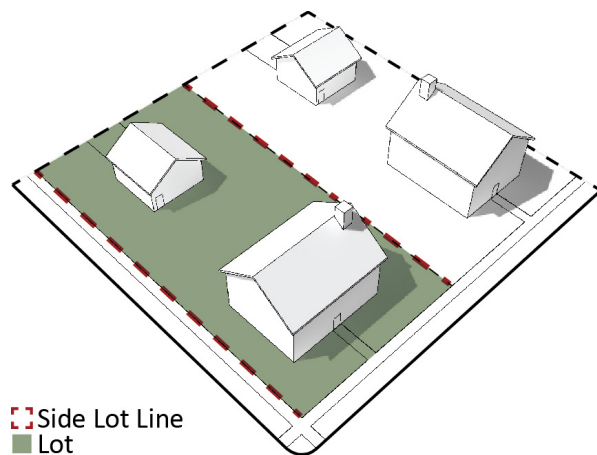
**Side-Loaded Garage**

A garage whose vehicular entrance faces a side lot line that is not along a side street.



Side Lot Line

The boundary line of a lot that intersects the front lot line, and the rear lot line, and any other side lot line.



Side or Rear Wing

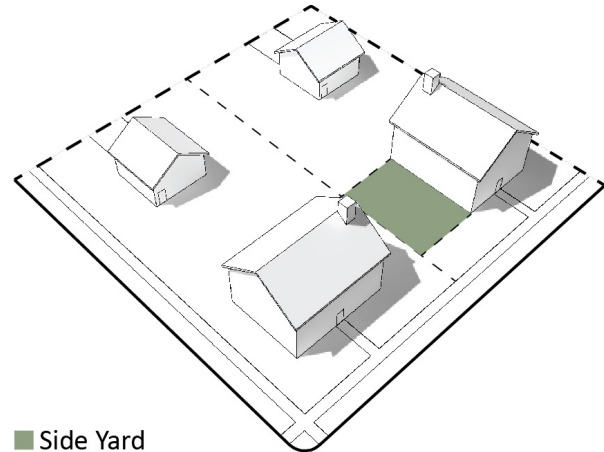
Massing forms of a building subordinate to the main body attaching to the side or rear faces of the main body. Side or rear wings are typically one to one and a half stories, set back from the front facade of the house, and do not exceed one third of the width of the main body.

Side Street

For a corner lot, the side street is the side that is fronted by a side facade of the building, rather than the front facade and main entrance.

Side Yard

The open area located between a side facade of a building or structure and the nearest boundary of a lot.



Sidewalk

A paved path for pedestrians.

Sight Distance Visibility

The area located at the intersection of two streets, whether public or private, or a street and private driveway or internal drive through which an unobstructed view of approaching traffic is necessary for motorists.

Sightline analysis

A line-of-sight analysis that provides a simulation of the visibility of rooftop mechanical equipment from anywhere along the adjacent right-of-way from a pedestrian's viewpoint. This analysis includes elevation of the right-of-way, future grade, building height, and adjacent structures.

Sign

Any device, fixture, placard, or structure that uses color, form, graphic, illumination, symbol, or writing to advertise, announce, or

identify a person or entity or to communicate information of any kind.

Sign Area

The sign area is the computed area of the background upon which lettering, insignia, or other devices are placed.

Sign Permit

A type of permit to ensure that signs are compliance with this Ordinance.

Single-Family Residential (Use Type)

A type of residential use containing one dwelling unit on its own lot, surrounded by open yards on all sides, and intended for permanent occupancy by one family, as defined in this Chapter.

Site

The spatial location of an actual or planned structure or set of structures. The term includes lots, building sites, and development sites.

Site Area

The total area of land contained within the property lines of a development project.

Site Landscape

Required vegetative material consisting of trees and shrubs that are placed on a development site to soften built edges and provide transitions.

Site Lighting

Exterior lights and light fixtures intended to illuminate on-site parking areas, access drives, and other areas.

Site Plan

A type of application defined as such in Chapter 20, Procedures.

Site Preparation

Excavating, grading, demolition, removing excess debris to allow for proper grading, or providing a surface for a proper foundation, drainage, and settling for a development project, and physical improvements including, but not limited to, water and sanitary sewer lines, footings, or foundations installed on the site for which construction permits are required.

Sleeping Room

A room or group of rooms forming a single habitable unit that is used, or intended to be used, for sleeping and living, but not for cooking or eating purposes, and that is leased individually as a unit within a bed and breakfast establishment or similar use.

Slope

The degree of deviation of surface from the horizontal, usually expressed in percent or a ratio.

Slope, Steep

Any slope of 14 percent or greater.

Special Flood Hazard Area (or Areas of Special Flood Hazard)

The land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map. After detailed ratemaking has been completed in preparation for publication of the Floodplain Insurance Rate Map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE or A99.

Special Hazard Area

An area having special flood, mudslide (i.e., mudflow) or flood-related erosion hazards, and shown on an Flood Hazard Boundary Map or Floodplain Insurance Rate Map as Zone A, AO, A1-30, AE, A99, or AH.

Specimen Tree

Any canopy tree with a diameter of 24 inches or greater measured at diameter breast height (DBH).

Spire

A tall, pyramidal, polygonal, or conical structure rising from a tower, turret, or roof (usually of an institutional use) and terminating in a point.

Sports Courts/Sports Fields

A court or field for playing a sport.

Sports Court/Sports Field Sign

A type of sign described as such in Section 15.13, Sports Court/Sports Field Sign.

Square

A type of open space defined as such in Section 11.8, Square or Green.

Stacking

A portion of a site that is dedicated to the temporary storage or “standing” of vehicles engaged in drive-through use of the site or development. Parking or storage of vehicles is typically not permitted within the stacking/standing area.

Start of Construction

Includes substantial improvement of a structure in the floodplain, and means the date the

building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure (including a manufactured/mobile home) on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds, not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

State Coordinating Agency

For the purposes of Section 17.6, Floodplain Regulations, the Tennessee Emergency Management Agency (TEMA), as designated by the Governor of the State of Tennessee at the request of TEMA to assist in the implementation of the National Floodplain Insurance Program for the State.

State Highway

An officially designated highway or route of the State of Tennessee, which is therefore subject to the rules and regulations of the Tennessee Department of Transportation.

Steeple

A tower that tapers to a point at the top typically used as a decorative feature on a building or as an area on or within a building to house church bells, clocks, antennas, or similar devices.

Stoop

A small staircase ending in a platform and leading to the entrance of the building, which is between three and six feet deep.

**Storage Building**

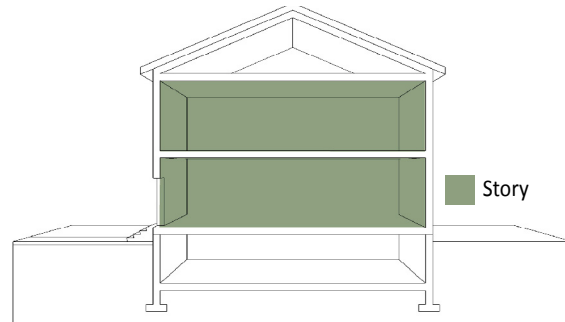
A building used for the storage or warehousing of goods, but not including temporary storage containers such as portable on-demand units or tractor trailers used for storage.

Stormwater Management Feature

Any device, facility, or infrastructure that serves to collect, convey, temporarily detain, permanently retain, infiltrate, treat, or otherwise manage stormwater.

Story

A habitable level of a building, excluding attics and basements.

**Streamers**

A series of long, narrow banners, flags, or pennants attached to a cord.

Street

An existing or planned public or private right-of-way that is designed, dedicated, or used principally for vehicular and pedestrian circulation, which provides access for abutting properties.

Street Lights

Exterior lights and light fixtures intended to illuminate public and private street and other rights-of-way.

Street Stub

A nonpermanent, dead-end street intended to be extended in conjunction with development on adjacent property.

Street Tree

A canopy tree planted or existing within the planting strip or along either side of a public or private street or internal drive.

String Lights

Small white electric lights spaced evenly along a cable and used for decoration and/or low level lighting.

Structure

Anything constructed or erected requiring more or less permanent location on the ground or attachment to something having permanent location on the ground, excluding wheels.

Subdivision Regulations

The Franklin Subdivision Regulations adopted on April 15, 1966, and as subsequently amended.

Substantial Damage

Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The market value is the assessed value of the structure per the Williamson County Property Assessor, plus an additional 15 percent of that assessed value. In calculating the substantial damage, construction improvement costs are tracked cumulatively over a ten-year period.

Substantial Improvement within the FFO Overlay District

For the purposes of Section 17.6, Floodplain Regulations, any reconstruction, rehabilitation, addition, alteration, or other improvement of a structure in which the cost equals or exceeds 50 percent of the market value of the structure before the “start of construction” of the initial improvement. This term includes structures which have incurred “substantial damage”, regardless of the actual repair work performed. The market value is the assessed value of the

structure per the Williamson County Property Assessor, plus an additional 15 percent of that assessed value. In calculating the substantial improvement, construction improvement costs are tracked cumulatively over a ten-year period.

The term does not, however, include either: (1) Any project for improvement of a structure to correct existing violations of State or local health, sanitary, or safety code specifications which have been pre-identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions and not solely triggered by an improvement or repair project or; (2) Any alteration of a “historic structure”, provided that the alteration will not preclude the structure’s continued designation as a “historic structure.”

Substantially Improved Existing Manufactured Home Parks or Subdivisions

For the purposes of Section 17.6, Floodplain Regulations, where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds fifty percent (50%) of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

t**Tandem Parking**

A parking space within a group of two or more parking spaces arranged one behind the other.

Teardown

The act or process of disassembling, demolishing, or destroying a building or structure.

Telecommunication Towers and Antennas

A free-standing structure or any structure to be attached to a building or other structure, that is used for telecommunications.

Temporary Construction Site Sign

A type of sign described as such in Section 15.17, Temporary Construction Site Sign.

Temporary Field Office

A temporary nonresidential use employed as a temporary working space while an existing principal use is rebuilt, altered, expanded, or renovated.

Temporary Housing

A temporary residential use employed as a temporary living space while an existing dwelling is rebuilt, altered, expanded, or renovated on a site where a previous dwelling was destroyed or rendered uninhabitable.

Temporary Sign

A type of sign described as such in Section 15.18, Temporary Sign.

Ten-Year Floodplain

The area which has a minimum statistical probability of one in ten of being flooded in any given year.

Tent

A temporary portable structure typically composed of fabric or plastic stretched over poles or other support structure intended to

provide habitable space on a short-term basis

Text Amendment

A change in the wording or substance of this Ordinance.

Theater

A structure used for dramatic, operatic, motion pictures, or other performance.

Three-Dimensional Model

Three-dimensional imagery of proposed buildings and the surrounding buildings to better understand how the proposed building will impact the nearby built and natural environment. The three-dimensional model shall include height, massing, scale, and setbacks.

Tower

Any structure that is designed and constructed primarily for the purpose of supporting one or more antennas for radio, telephone, and similar communications purposes, including self-supporting guyed towers, lattice towers, or monopole towers. The term includes cellular telephone towers, common-carrier towers, microwave towers, radio and television transmission towers, and the like. This term includes any alternative tower structures, such as man-made trees, bell steeples, clock towers, light poles and similarly designed mounting structures that camouflage or conceal the presence of antennas or towers. The term includes the structure and any support thereto.

Townhouse (Building Type)

The principal building type described as such in Section 6.6, Townhouse.

Townhouse (Use Type)

A type of residential use where the dwelling units are joined side-by-side and separated by shared walls. They have independent access to the exterior and generally have small yards.

Traffic Calming Measure

A natural or constructed feature located within or adjacent to a street that is designed to reduce motorist speed and/or vehicle volumes, while at the same time increasing safety for pedestrians and non-motorized vehicles.

Traffic Impact Study

An analysis of the effect of traffic generated by a proposed development or redevelopment on street capacity, operations, and public safety.

Trail

An access way, whether paved or unpaved, that is intended to serve multiple modes of travel including walking, jogging, bicycling, or other forms of non-motorized transport.

Transitional Features

Architectural elements or site aspects that provide a compatible transition between land uses, subdivisions, sites, lots, or structures throughout the City.

Transportation and Street Technical Standards

The transportation design requirements that present a comprehensive approach to designing new and modified streets within the City of Franklin.

Travel Lane

Portions of a public or private street, internal drive, or drive aisle intended solely for the movement of vehicles, not parking or standing.



■ Travel Lanes

Tree Bank

A fund as described in Subsection 17.2.8, Tree Bank.

Tree Pit

Pervious areas within a sidewalk, plaza, or other impervious surface that have been designated for the growth of street tree roots. Tree pits may or may not be covered by a grate or other protective device.

Tree Removal Permit

A type of permit to remove a tree not associated with an approved building permit, grading permit, site plan, preliminary plat, final plat, or stormwater management permit.

Tree Save Area

The portion of a development site or lot located under existing tree canopy that is to be retained during the development process.

Tree Topping

Removal of entire branches, leaves, and/or trunk from the top of a tree.

Trellis

A structure of open latticework, especially one used as a support for vines and other creeping plants.

Trim Color

A color used on the trim of a building.

U**Understory Tree**

A small to medium-sized tree, growing 15 to 40 feet at maturity and often used for aesthetic purposes.

Unified Site Plan

A development option permitting a site plan to be submitted as an aggregation of two or more lots; however, bulk requirements, including buffers, building setbacks, landscape surface ratios, and parking shall be determined based on perimeter lot lines, regardless of the location, ownership, size, or quantity of the interior lots, effectively treating the aggregation of lots as one lot for meeting the requirements of this Ordinance.

Uniformity Ratio

A measurement of the relative difference in illumination values, at ground level, between differing exterior lighting sources on a single parcel of land.

Use Classification

A designation of the use of land in one of six basic classifications, including agricultural, residential, institutional, commercial, or industrial

Utilities

A supply of gas, electricity, water, cable, fiber optic, or telephone service to homes, businesses, and development.

V**Variance**

Relief granted from certain provisions of this Ordinance.

Vehicle Repair Facilities

An establishment engaged in major repair and maintenance services for automotive vehicles, such as passenger cars, trucks, vans, and trailer bodies and interiors. Services are typically non-routine and include auto body work, collision repair, replacement of major parts, painting, or customization.

Vehicle Sales and Rental

An establishment primarily engaged in the retail sale or rental of new and used automotive vehicles, noncommercial trucks, or major recreational equipment, including incidental storage, maintenance, and servicing.

Vehicle Service Facilities

An establishment providing a range of minor, routine maintenance services for automotive vehicles. These services are performed indoors and include oil changes, lubrication, fluid replacement, tire rotation and sales, and other quick service activities.

Vehicle Wash Facilities

An area or structure equipped with automatic

or self-service facilities for washing automotive vehicles.

Vertical Blade Sign

A type of sign described as such in Section 15.14, Vertical Blade Sign.

Vested Plan

In accordance with T.C.A. § 13-4-310, as amended, and subject to the exceptions set forth in said statute, the following project types will constitute the T.C.A. definition of a preliminary development plan as a vested plan: (1) development plan; (2) preliminary plat; and (3) site plan not associated with an approved development plan or preliminary plat.

In accordance with T.C.A. § 13-4-310, as amended, and subject to the exceptions set forth in said statute, the following project types will constitute the T.C.A. definition of a final development plan as a vested plan: (1) a site plan associated with an approved development plan or preliminary plat.

Viable Tree

An existing healthy tree located on a development site or lot that has a high probability for continued life following the completion of development.

Violation

For the purposes of Section 17.6, Floodplain Protection, the failure of a structure or other development to be fully compliant with the City of Franklin's floodplain management regulations. A structure or other development without the elevation certificate, other certification, or other evidence of compliance required in this Ordinance is presumed to be in violation until such time as that documentation is provided.

W

Wall Offset

Projections or recess in the facade of a building for the purposes of screening mechanical or utility equipment.

Wall Sign

A type of sign described as such in Section 15.15, Wall Sign.

Water Surface Elevation

The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of riverine areas.

Watercourse

A channel, natural depression, slough, gulch, stream, creek, pond, reservoir, or lake in which storm water runoff and flood water flows either regularly or infrequently and includes major drainage-ways for carrying urban storm water runoff.

Wetland

Areas that are inundated and saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances support a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas.

Wheel Stop

Precast concrete or other manufactured ground-mounted device located at the head of a parking space that is intended to prevent the wheels of a vehicle from moving beyond the stop.

Wholesale Sales

An establishment primarily engaged in selling merchandise to retail, industrial, commercial, institutional, or professional business users or to other wholesalers, but not to the public at-large.

Window

An opening in the wall of a building that is fitted with glass or other transparent material in a frame to admit light or air and allow people to see out.

Window Sign

A type of sign described as such in Section 15.16, Window Sign.

Wing Wall

A smaller wall attached or next to a larger wall or structure.

Wrecker Service

A service for towing wrecked or disabled vehicles or freeing vehicles stalled in snow or mud.

Y**Yard**

An open area that lies between a building or structure and the nearest property line and which is unoccupied and unobstructed from the ground upward except as permitted in this Ordinance.

Z**Zoning District**

Areas of land divided into zones within which various uses are permitted and standards are applicable. This term may be referred to as a “district”.

Zoning Map

The official map upon which the boundaries of various zoning districts are drawn and which is an integral part of this Ordinance. The zoning map may be found on the City website.

X

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CHAPTER 24

HISTORY TABLE

24.1 General	393
24.2 History Table	393

24.1 General

This Chapter documents the historical evolution of this Ordinance to enable users to quickly identify amendments that have been adopted by the BOMA over time.

24.2 History Table

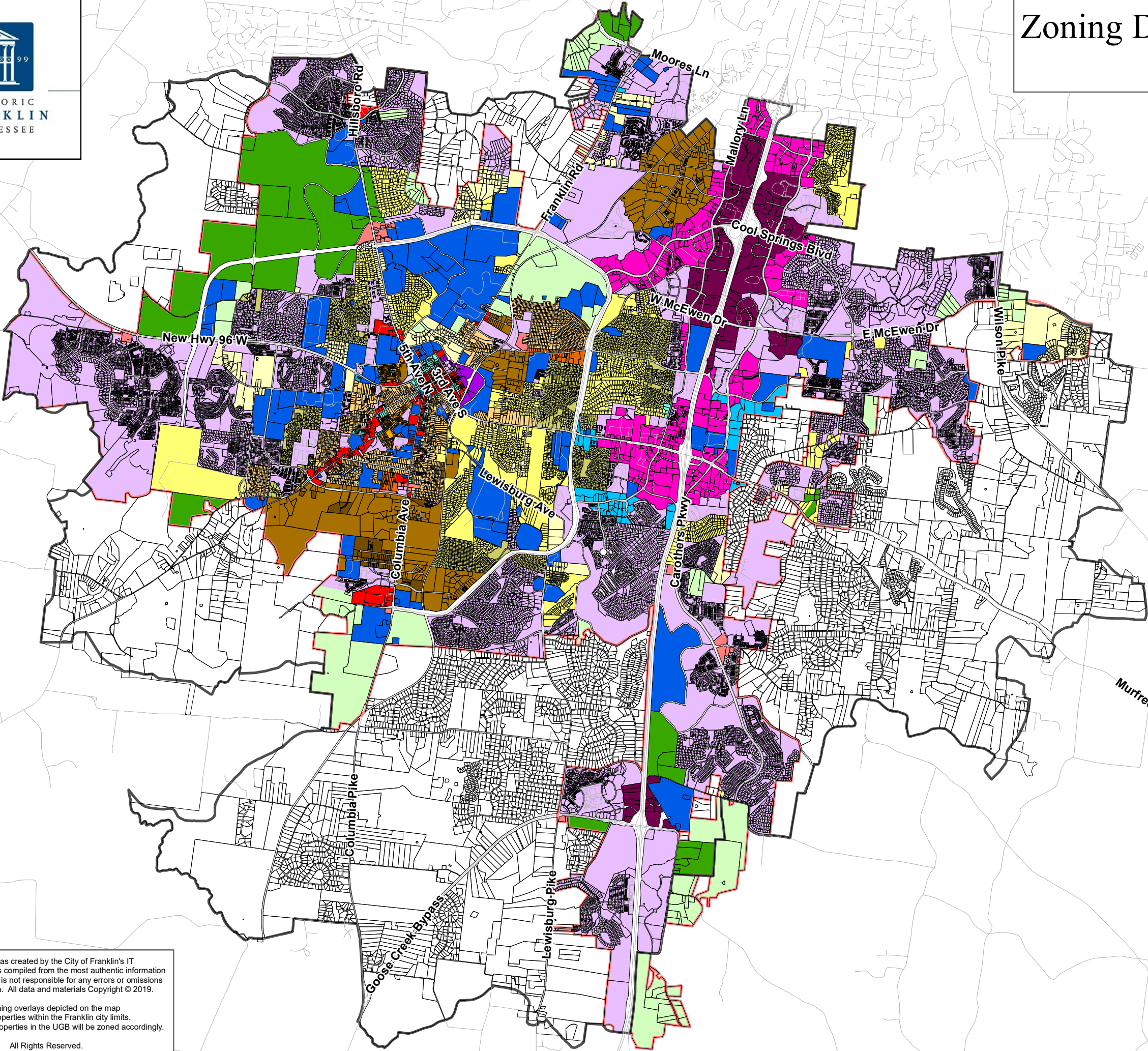
The history table lists the Ordinance number, the text amendment caption, the date of adoption by the BOMA, a summary of the text amendment, and the publication date when the amendment was incorporated into the text of the Franklin Zoning Ordinance. See the City website for any text amendments adopted after the latest publication date that are not yet incorporated into this Ordinance.

Ordinance Number	Amendment Caption	Adoption Date	Summary	Publication Date
20XX-XX	Insert Ordinance Caption Here	XX/XX/XXXX	Insert Topic and Intent	XX/XX/XXXX



Zoning Districts Map of Franklin, TN

December 30, 2019



Legend

- | | |
|---------------------------------|------------------------------------|
| AG Agricultural District | NC Neighborhood Commercial |
| ER Estate Residential District | CC Central Commercial District |
| R1 Residential 1 District | DD Downtown District |
| R2 Residential 2 District | 1ST Avenue District |
| R3 Residential 3 District | 5TH Avenue District |
| R4 Residential 4 District | RC6 Regional Commerce 6 District |
| R6 Residential 6 District | RC12 Regional Commerce 12 District |
| MR Mixed Residential District | GO General Office District |
| PD Planned District | LI Light Industrial District |
| OR Office Residential District | HI Heavy Industrial District |
| CI Civic Institutional District | Urban Growth Boundary |
| | City Limits |

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2019.

The zoning overlays depicted on the map apply to properties within the Franklin city limits. Upon annexation, properties in the UGB will be zoned accordingly.

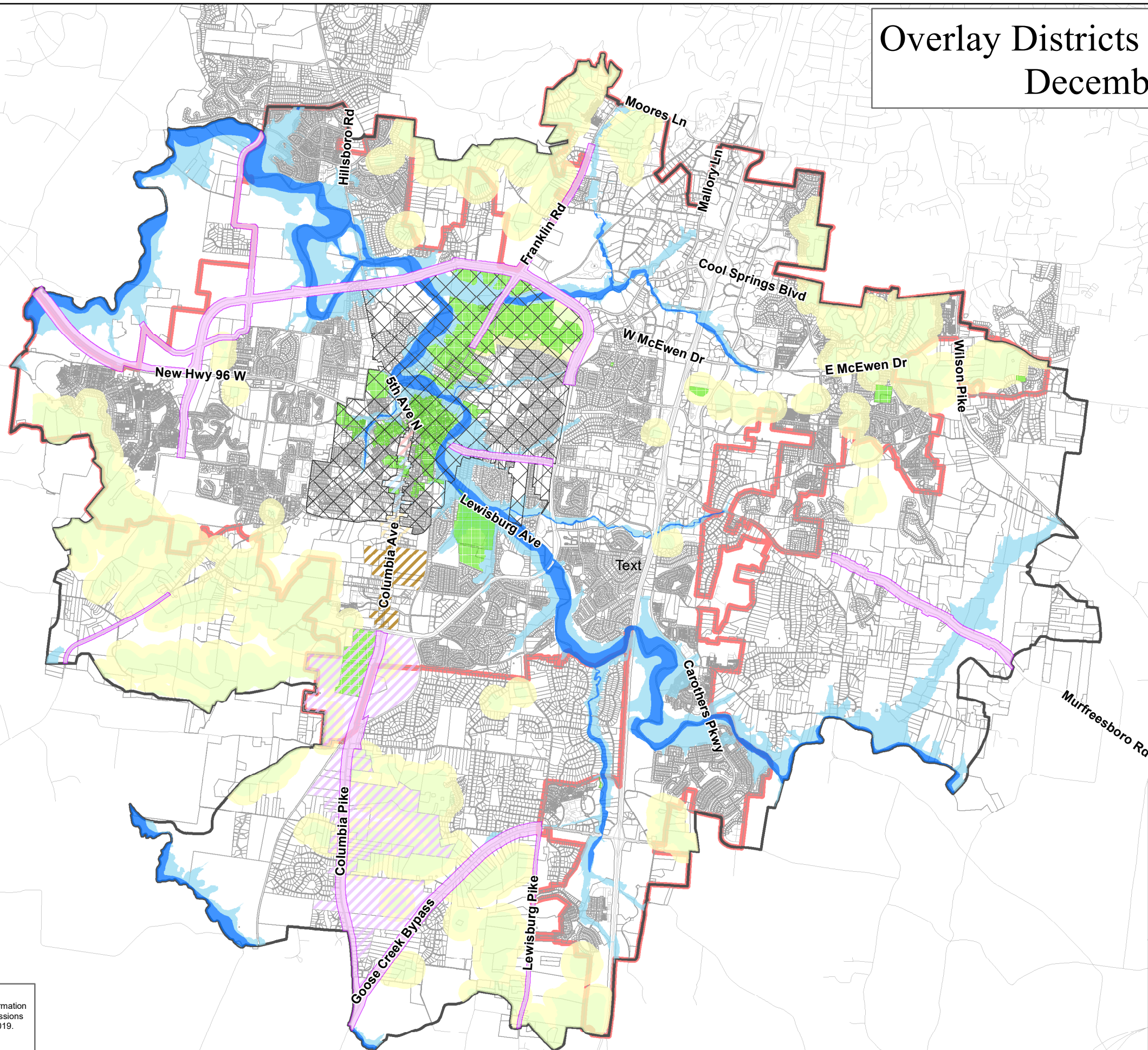
All Rights Reserved.



HISTORIC
FRANKLIN
TENNESSEE

Overlay Districts Map of Franklin, TN

December 30, 2019



Legend	
	Scenic Corridor Overlay
	Central Franklin Overlay District
	Hillside/Hillcrest Overlay District
	Historic Preservation Overlay
	Floodway Fringe Overlay District
	Floodway Overlay District
	500 Ft Buffer of Hillside Overlay
	Columbia Avenue Sub-District 1
	Columbia Avenue Sub-District 2
	Columbia Avenue Sub-District 3
	Columbia Avenue Sub-District 4
	Columbia Avenue Sub-District 5
	Urban Growth Boundary
	City Limits

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The zoning overlays depicted on the map apply to properties within the Franklin city limits. Upon annexation, properties in the UGB will be zoned accordingly.

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Public Open House Comments

8.15.2019

- 412, 414, 422 South Petway Street questions regarding zoning and the back alley;
- angelinapaoletta@gmail.com Martin and Beatriz Paoletta
- “I have a concern: The traffic flow pattern at 11th and Main Street. It is already congested and more and more homes are being built that will add to the congestion. Can we get a traffic light for those who have to continue on 11th and make a left off of Main Street? It is pretty dangerous! Thank you for your consideration. Sharonmcarrington@gmail.com or 313-282-9833”
- “Fairground Street; 2/3 Mixed Residential and 1/3 R4; setbacks for these are different. Please explain specs for new builds; either make the whole street R4 or Mixed Residential. Tom D 858-775-1207”
- Should the SCO include the new Mack Hatcher Extension? Dwight Kiser
- A discussion was had with the owners of the Short Farm, located north of Westhaven, off New Highway 96 recommending the SCO be reduced/eliminated from their property.
- “Is there zoning for dark sky lighting so we protect our night skies? Penny kemlepi@kemle.net”
- Civic parking standards have been omitted—need to add back in per Ernie Bacon
- “Please stop building apartments-Franklin doesn’t need to be a transient community! Please allow tiny homes as long as they have a permanent foundation! (no wheels) Please put sewer and sidewalks in all places within city limits.”
- “Short-term vacation rentals, are existing going to be grandfathered in if in good standing? James Summerville; Summervillejr@gmail.com 615-337-3280”
- “Short-term rentals restricted to owner occupied yes! Please let me know when this is on the agenda. Debbie [Butner—cbutner@hotmail.com](mailto:cbutner@hotmail.com) 615-810-7300”
- “I currently own a home that functions as a whole home STVR. The property is slated to become an R-4 zoned property and it states the property must be owner occupied. Will there be any grandfathered rights? Will I lose my licenses in the spring of 2020? Cory Pratt corypratt@gmail.com”
- “STVRs play a big role in Franklin’s tourism industry. Please add language to the Ordinance to specifically allow properly licensed, current off-premise STVR owners to continue operating in the proposed R4 zone. Seems like this can be done in Chapter 2 and/or Chapter 5. Our contributions are important. Please help. Thank you, John Brake 615-406-3673”

Gary Luffman's comments

- Today, a SD district can be requested in an existing zoning district that exceeds the allowable units/acre. It takes rezoning. This was determined to not be spot zoning. Can this occur in the new ZO? Example: Request MR over the proposed R4 district. Is this spot zoning?
- Flat roofs are not allowed in residential except on porches. What about Mansard roof designs?
- Central Franklin Overlay district doesn't have many standards to apply in a R4 district.
- Is a house behind a house allowed? If it is, then is a center driveway allowed for access? This is not addressing internal drives.
- Does the phrase Envision Franklin go away?
- Table 3-2 says 2-4 attached dwellings are not allowed in R4 districts. What about 3 or 4 single family units on a single lot? (non-conforming)
- Is unit/acre gone? (Dividing by units allowed into 43,560 sq ft)

Andrew Orr

From: you <tncrutch@aol.com>
Sent: Saturday, October 12, 2019 9:24 AM
To: ZoneFranklin
Cc: tncrutch@aol.com
Subject: ZONE FRANKLIN COMMENTS

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

To Whom It May Concern:

I urge disapproval of any type of "Mini-Hotel" -- with or without "on-site" management -- being allowed to operate in Franklin's "Historic Overlay" neighborhoods.

Thank you,

James A. Crutchfield
1012 Fair Street
615-415-3251
tncrutch@aol.com

Andrew Orr

From: Loy Hardcastle <loyhardcastle@gmail.com>
Sent: Monday, October 7, 2019 9:43 AM
To: ZoneFranklin
Subject: STVR

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I think this overall concept will start as a virus and become an epidemic. I think the STVR is bad for the City of Franklin and should be either eliminated or seriously controlled with at least on site management/ownership. If it has to be it should be allowed anywhere in the City.

Loy Hardcastle

--

Loy Hardcastle | PARKS

615.948.3704 | 615.790.7400

LoyHardcastle@Gmail.com

[Download my complimentary home search app.](#)
bparks.us/yVO

Andrew Orr

From: Larry Holmes <larryholmes@comcast.net>
Sent: Monday, October 7, 2019 9:36 AM
To: ZoneFranklin
Subject: Zone Franklin comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Regarding a mini hotel in a residential neighbor, I think this is a TERRIBLE idea.

Larry Holmes

615-202-4953

Andrew Orr

From: Larry Holmes <larryholmes@comcast.net>
Sent: Monday, October 7, 2019 9:34 AM
To: ZoneFranklin
Subject: Zone Franklin Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I strongly favor the new ordinance that if I understand it correctly will require that the STVR must be owner occupied. I live in the historic district, so that's my primary area of concern. I do believe it should be applied to all of Franklin. It's possible however new information/concerns will be brought forward by others.

Regards,

Larry Holmes

615-202-4953

205 Lewisburg Avenue

Andrew Orr

From: Roger M Walters <murford@msn.com>
Sent: Monday, October 7, 2019 9:31 AM
To: ZoneFranklin
Subject: Zone Franklin Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I support the proposed new ordinance requiring an STVR property to be the primary home of the person operating the short-term vacation rental business, also referred to as owner-occupied. Especially in the historical districts/areas of Franklin.

Thanks
Alan Simms
119 Lewisburg Avenue
Franklin, TN 37064

Andrew Orr

From: Jackie Canaday <canaday507@yahoo.com>
Sent: Sunday, October 6, 2019 6:28 PM
To: ZoneFranklin
Subject: Zone Franklin Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

We are speechless that Franklin would consider a mini hotel in a residential area. We have a VRBO behind us and one next door. You never know who is going to be sleeping next to you at night. We have had to have security cameras installed and don't even want to think what it has done to the property values. The city needs to wake up. Hotels are where people need to stay especially in downtown Franklin. Come on folks, we have a lot of money invested in our property and you are making it a risky adventure to come and go out of our own homes. Even subdivisions have covenants against this and they for the most part don't have nearly what we have invested. If people want to make money renting out property buy an apartment building or a condo that has no enforcement against short term rental. Don't risk your full time neighbors property values or their lives!

Bob and Jackie Canaday
[Sent from Yahoo Mail for iPhone](#)

Andrew Orr

From: Amy Diaz-Barriga
Sent: Friday, October 4, 2019 11:50 AM
To: Andrew Orr
Subject: FW: Animal Center Letter
Attachments: WC Letter for CI Zoning 10 4 2019.pdf

FYI, we got the letter from Rogers asking for the Animal Facility site to be labeled CI on the new zoning map.

Amy Diaz-Barriga, AICP
Current Planning Supervisor

Planning and Sustainability Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Phone: 615-550-6732

From: Emily Hunter
Sent: Friday, October 4, 2019 10:50 AM
To: Greg Gamble <greg.gamble@gdc-tn.com>; Amy Diaz-Barriga <amy.diaz-barriga@franklintn.gov>
Cc: Jim Cross <jimc@oversiteconsult.com>; Mike Hathaway <mike.hathaway@906studio.com>; Andy Pulliam <andy.pulliam@906studio.com>; Kelly Dannenfelser <kellyd@franklintn.gov>; Vernon Gerth <vernon.gerth@franklintn.gov>
Subject: RE: Animal Center Letter

Thanks, Greg. I do not think you should withdraw the AG zoning in case the new Zoning Ordinance were for any circumstance to be deferred by FMPC or BOMA.

We will file this request for CI Zoning and address it with the proposed Zoning map.

EMILY HUNTER, AICP
DIRECTOR OF PLANNING & SUSTAINABILITY
CITY OF FRANKLIN, TN
(615) 791-3212

From: Greg Gamble <greg.gamble@gdc-tn.com>
Sent: Friday, October 4, 2019 8:59 AM
To: Amy Diaz-Barriga <amy.diaz-barriga@franklintn.gov>; Emily Hunter <emily.hunter@franklintn.gov>
Cc: Jim Cross <jimc@oversiteconsult.com>; Mike Hathaway <mike.hathaway@906studio.com>; Andy Pulliam <andy.pulliam@906studio.com>
Subject: Animal Center Letter

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Amy and Emily,

Please find the attached from Rogers Anderson. We would like to know the first possible submittal date for the site plan under this scenario, and do we need to withdraw the zoning request for AG zoning? We need to be able file the site plan by the December 9 submittal date.

Thank you,

Greg Gamble



615.975.5765

324 Liberty Pike, Suite 145

Franklin, TN 37064

Rogers C. Anderson
Williamson County Mayor



WILLIAMSON COUNTY GOVERNMENT

October 4, 2019

Mrs. Emily Hunter, Planning & Sustainability
Director
City of Franklin
P. O. Box 305
Franklin, TN 37065

Dear Mrs. Hunter:

It is my understanding that the City of Franklin is currently advancing the new zoning ordinance and would like to have it formally adopted in December of this year. As you are aware, Williamson County owns property near the intersection of Del Rio Pike and Old Charlotte Pike, with access off Charlotte Pike. This property is the location for our new Animal Care Center and we look forward to showcasing our new facility in the next 18-24 months.

As the new zoning map is being considered, Williamson County respectfully requests that the zoning map for this property be revised to reflect Civic Institutional Zoning, to correspond with the 2019 zoning ordinance.

If you need any additional information or if I can answer any questions, feel free to contact.

Sincerely,

Rogers C. Anderson
Williamson County Mayor



Andrew Orr

From: Kelly Dannenfelser
Sent: Thursday, September 26, 2019 10:40 PM
To: Cory Pratt
Cc: ZoneFranklin
Subject: Re: Zoning Ordinance Update/Short-Term Vacation Rentals

Corey,
I appreciate your message.

The upcoming opportunities will be at the public hearings on October 24, November 12, and November 26. Each citizen has two minutes to speak, so it would be great if you used one or more of those opportunities to highlight the points you'd like them to know.

Kelly

On Sep 26, 2019, at 7:41 PM, Cory Pratt <corypratt@gmail.com> wrote:

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hey Kelly et al.

Thank you for the meeting tonight and allowing us to sit in and listen in regarding the STVR proposals.

I appreciate the addition of the State's rules regarding grandfathering in those of us currently operating legal STVR's.

After leaving tonight I feel it may be beneficial for the Aldermen to hear from STVR operators about how they work, the benefits they provide the city and the contributions the visitors provide. I feel as though there are some misunderstandings or simply a lack of understanding regarding the rules that many of us strictly adhere to.

I am not proposing new or arguing against the proposed rules, just advocating for and sharing some of the good sides of STVR's for the benefit of the Aldermen.

Thanks again!

Cory Pratt

On Mon, Sep 16, 2019 at 4:19 PM Cory Pratt <corypratt@gmail.com> wrote:
Great news, thank you Kelly!

On Mon, Sep 9, 2019 at 1:29 PM Kelly Dannenfelser <kellyd@franklintn.gov> wrote:

Cory,

Andrew Orr

From: Andrew Orr
Sent: Thursday, September 26, 2019 2:28 PM
To: Cindy Harper
Cc: Kelly Dannenfelser
Subject: RE: Request Agricultural Zoning

Hi Cindy,

We made the change. The final draft will be released on October 16th in preparation for the 10/24 Planning Commission meeting. It will then go to the Board of Mayor and Aldermen for three readings.



From: Cindy Harper <cindyharper@gmail.com>
Sent: Thursday, September 26, 2019 2:20 PM
To: Andrew Orr <andrew.orr@franklinn.gov>
Subject: Re: Request Agricultural Zoning

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Yes sir

Sent from my iPhone

On Sep 26, 2019, at 2:00 PM, Andrew Orr <andrew.orr@franklintn.gov> wrote:

Are you referring to these outlined parcels?

<image001.jpg>

From: Cindy Harper <cindylharper@gmail.com>

Sent: Thursday, September 26, 2019 1:01 PM

To: Kelly Dannenfelser <kellyd@franklintn.gov>; Andrew Orr <andrew.orr@franklintn.gov>

Cc: Cindy Harper <cindylharper@gmail.com>

Subject: Re: Request Agricultural Zoning

ATTENTION COF staff: *This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.*

Correction:

Given the large gas lines that cut through our properties, horse pastures are perfectly suited given structures can *NOT* be built within the large easement that exists.

Sent from my iPhone

On Sep 26, 2019, at 12:54 PM, Cindy Harper <cindylharper@gmail.com> wrote:

Hello Kelley and Andrew,

I'm following up from my meetings with City Staff to formally request that all of my properties be zoned as agricultural district.

I have the following four properties at Chester Stephens Road that are all adjoining: 160; 164; and two at 172.

We have a horse farm on all these properties that had been force-annexed against our preference years ago by the City of Franklin (prior to the State of TN annexation law change). We've owned our farm for 17 years and have always had horses on it. When the city annexed our properties they changed our zoning to R1. This has limited our ability to have the necessary structures to use in our horse pastures to protect them against weather elements and subjects our properties to codes not intended for agricultural use properties.

Additionally we are not able to build any needed barns/run-ins on our 1.97 acre lot because it does not have a residence on it and we do not intend to build a residence on it.

Our main property already has the maximum structures allowed and given our zoning, we cannot make needed structural improvements to allow for proper hay/equipment storage. Given the large gas lines that cut through our properties, horse pastures are perfectly suited given structures can be built within the large easement that exists.

Additionally, our neighbor to the south has one of his three tracts zoned agricultural and this is what the proposed zoning shows is recommended. Our property adjoins that agricultural property.

I respectfully request that the City of Franklin changes the proposed zoning of R2 to AG for our properties.

Thank you and the other city staff for their help, guidance, insights and support! Please feel free to call me should you have any questions or want to discuss.

Much appreciated,
Cindy Harper

Sent from my iPhone

Andrew Orr

From: Walter Green <greenwr7@gmail.com>
Sent: Friday, September 20, 2019 11:42 AM
To: ZoneFranklin
Cc: Ernie Bacon; Lynne McAlister; Chuck Rose
Subject: Zone Franklin Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I am concerned about STVRs, especially those that are non-owner-occupied (NOOSs). NOOSs are mini-hotels that do not have on-site management. They are usually located in our neighborhoods, which are zoned as Residential Districts. They replace permanent neighbors with transients and damage the connectivity and character of our neighborhoods. I realize that they invaded our neighborhoods before the City had a chance to regulate them and that, per State law, they will apparently be grandfathered in with Zone Franklin.

That being the case, I cannot imagine that the City will not take whatever action it can to remove the NOOSs (remember - they are hotels in residential areas!!) as soon as possible. Yes, there are the four criteria for closing them. In addition to those four, I hope the City monitors rentals aggressively (perhaps using some of the funds from permitting to pay for Host Compliance) and enforces in a serious manner.

Also, I see that restrictions on STVRs (in the draft language for Zone Franklin) are recommended only for District R-4. Even if residents in other residential districts have not been as vocal as those in R-4 about STVRs (perhaps because they are not aware of the danger of NOOSs), I think it makes sense to protect all residential areas in the same way. If that does not happen, we may well see residents in other districts becoming concerned about NOOSs in the future and wishing they had been protected as R-4 wishes to be.

I researched 20 other cities and saw that the vast majority either have recently implemented or are working to implement regulations on STVRs. The most common restrictions involve permitting, allowing only owner-occupied STVRs in neighborhoods and limiting the number of rental days per year. I am very happy that the City intends to include some restrictive language in Zone Franklin and hope the City considers strong language and acts boldly to protect its neighborhoods.

Thank you.

Walter Green

Andrew Orr

From: Cory Pratt <corypratt@gmail.com>
Sent: Monday, September 16, 2019 4:20 PM
To: Kelly Dannenfelser
Cc: ZoneFranklin
Subject: Re: Zoning Ordinance Update/Short-Term Vacation Rentals

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Great news, thank you Kelly!

On Mon, Sep 9, 2019 at 1:29 PM Kelly Dannenfelser <kellyd@franklintn.gov> wrote:

Cory,

Thank you for attending the Open House for the Zoning Ordinance update. I'm following up on your question about grandfathering existing short-term vacation rentals with the new Ordinance.

Staff has met internally and reviewed State law. The Tennessee Code Annotated (T.C.A) specifically addresses grandfathering of short-term vacation rentals. Staff has drafted provisions (below) based on State law and will include it in the final draft of the Franklin Zoning Ordinance so that it is clear that existing, permitted short-term vacation rentals may continue:

In accordance with T.C.A § 13-7-603, short-term vacation rentals that were legally established and issued a permit prior to the effective date of this Ordinance are subject to the law in place at the time that the property was being used as a short-term vacation rental until the property is:

1. Sold;
2. Transferred;
3. Ceases being used as a short-term vacation rental for a period of 30 continuous months; or
4. Has been in violation of generally applicable local laws three or more separate times, as provided by T.C.A § 13-7-604.

Please let me know if you have further questions.

Kelly Dannenfelser, AICP

Assistant Director · Department of Planning and Sustainability · City of Franklin

E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

Andrew Orr

From: Kelly Dannenfelser
Sent: Monday, September 16, 2019 11:04 AM
To: Andrea Keller
Cc: ZoneFranklin
Subject: RE: Use Regulations
Attachments: Franklin Zoning Map March 19, 1991.pdf; Franklin Zoning Map November 1987.pdf

Andrea,

We've researched the past zoning maps and the property was zoned LI, Light Industrial, all the way back to 1991. We did find in 1987 it was zoned M-2, Planned Industrial, but can't find any record of it being zoned HI, Heavy Industrial. I've attached both maps for your reference.

Kelly

From: Andrea Keller <akeller47@yahoo.com>
Sent: Friday, September 13, 2019 3:48 PM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Subject: Re: Use Regulations

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you!

Andrea Keller

On Sep 13, 2019, at 11:48 AM, Kelly Dannenfelser <kellyd@franklintn.gov> wrote:

Andrea,

Following up from our meeting yesterday, below is the link to the draft Permitted Use Table:

<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/84/index.html>

I'll follow up with Andrew when he returns to the office next week regarding the rezoning history of 1741 West Main Street from HI to LI.

Kelly Dannenfelser, AICP

Assistant Director • Department of Planning and Sustainability • City of Franklin

E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

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Andrew Orr

From: Kelly Dannenfelser
Sent: Tuesday, September 10, 2019 12:15 PM
To: clif butner
Cc: ZoneFranklin; Ron Yearly
Subject: RE: Response to STVR EMAIL

Clif,

Thank you for your comments. I can't speak for the Board of Mayor and Aldermen, but from a staff perspective, our focus in the short-term is on finalizing the proposed Zoning Ordinance standards to make sure they are clear and in accordance with all other applicable laws, and once it is adopted the focus can be shifted to implementation and enforcement of the new regulations.

We will keep your questions and images on file for following the adoption of the Ordinance.

Kelly

From: clif butner <ccbutner@hotmail.com>
Sent: Monday, September 9, 2019 2:54 PM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Subject: Response to STVR EMAIL

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hi Kelly,

Thank you for the updated information. I really appreciate being kept informed and plan on attending the meetings.

I would like to follow up with a couple of questions.

1. Will the board be discussing how they will enforce the current/new regulations regarding the following:
 - A) unlicensed Airbnb's operating in Franklin. (they are easy to find on Airbnb because they offer single rooms or attached suites while the owner is in residence on the property—direct violations of existing rules.)
 - B) people who have licenses for whole house Airbnb's but also run listings for single rooms which is a violation.
 - C) people who rent multiple floors/suites to separate guests at the same time which is illegal.
 - D) people who remain on the property while it is rented... also a violation

Examples:

A) Retreat in the City (address is 713 Murfreesboro Rd)

Also: "private basement apartment in Franklin, Tn"

B)General Cleburne Room and General Cleburne Retreat

C) Carolyn House

And The Franklin Factory Retreat Space- downstairs also a second listing that is identical with the upstairs listed.

This is located just behind the Factory Condos near the CSX overpass off Liberty Pike.

Andrew Orr

From: Kelly Dannenfelser
Sent: Monday, September 9, 2019 1:44 PM
To: ccbutner@hotmail.com
Cc: ZoneFranklin
Subject: Zoning Ordinance Update/Short-Term Vacation Rentals

Debbie,

Thank you for attending the Open House for the Zoning Ordinance update. I'm following up on your comment about limiting short-term vacation rentals to an owner occupied properties and your request to know when this will be discussed at a public meeting. We plan to hold this topic at the September 26 Joint Conceptual Workshop, where citizens may attend and observe discussion by the Board of Mayor and Aldermen and the Planning Commission. They typically start at 5:00pm in the city hall training room, but the agenda has not been published and the official time hasn't been set. There will be drop-in, open office hours for citizen questions and comment on September 20 in the Planning & Sustainability Department as well.

Here is some additional information related to existing short-term vacation rentals and the proposed change of zoning rules:

Staff has met internally and reviewed State law. The Tennessee Code Annotated (T.C.A) specifically addresses grandfathering of short-term vacation rentals. Staff has drafted provisions (below) based on State law and will include it in the final draft of the Franklin Zoning Ordinance so that it is clear that existing, permitted short-term vacation rentals may continue:

In accordance with T.C.A § 13-7-603, short-term vacation rentals that were legally established and issued a permit prior to the effective date of this Ordinance are subject to the law in place at the time that the property was being used as a short-term vacation rental until the property is:

1. Sold;
2. Transferred;
3. Ceases being used as a short-term vacation rental for a period of 30 continuous months; or
4. Has been in violation of generally applicable local laws three or more separate times, as provided by T.C.A § 13-7-604.

Please let me know if you have further questions.

Kelly Dannenfelser, AICP

Assistant Director · Department of Planning and Sustainability · City of Franklin

E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

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Andrew Orr

From: Kelly Dannenfelser
Sent: Monday, September 9, 2019 1:29 PM
To: corypratt@gmail.com
Cc: ZoneFranklin
Subject: Zoning Ordinance Update/Short-Term Vacation Rentals

Cory,

Thank you for attending the Open House for the Zoning Ordinance update. I'm following up on your question about grandfathering existing short-term vacation rentals with the new Ordinance.

Staff has met internally and reviewed State law. The Tennessee Code Annotated (T.C.A) specifically addresses grandfathering of short-term vacation rentals. Staff has drafted provisions (below) based on State law and will include it in the final draft of the Franklin Zoning Ordinance so that it is clear that existing, permitted short-term vacation rentals may continue:

In accordance with T.C.A § 13-7-603, short-term vacation rentals that were legally established and issued a permit prior to the effective date of this Ordinance are subject to the law in place at the time that the property was being used as a short-term vacation rental until the property is:

1. Sold;
2. Transferred;
3. Ceases being used as a short-term vacation rental for a period of 30 continuous months; or
4. Has been in violation of generally applicable local laws three or more separate times, as provided by T.C.A § 13-7-604.

Please let me know if you have further questions.

Kelly Dannenfelser, AICP

Assistant Director · Department of Planning and Sustainability · City of Franklin

E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

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Andrew Orr

From: Kelly Dannenfelser
Sent: Monday, September 9, 2019 1:36 PM
To: johnbrake61@gmail.com
Cc: ZoneFranklin
Subject: Zoning Ordinance Update/Short-Term Vacation Rentals

John,

Thank you for attending the Open House for the Zoning Ordinance update. I'm following up on your question about grandfathering existing short-term vacation rentals with the new Ordinance.

Staff has met internally and reviewed State law. The Tennessee Code Annotated (T.C.A) specifically addresses grandfathering of short-term vacation rentals. Staff has drafted provisions (below) based on State law and will include it in the final draft of the Franklin Zoning Ordinance so that it is clear that existing, permitted short-term vacation rentals may continue:

In accordance with T.C.A § 13-7-603, short-term vacation rentals that were legally established and issued a permit prior to the effective date of this Ordinance are subject to the law in place at the time that the property was being used as a short-term vacation rental until the property is:

1. Sold;
2. Transferred;
3. Ceases being used as a short-term vacation rental for a period of 30 continuous months; or
4. Has been in violation of generally applicable local laws three or more separate times, as provided by T.C.A § 13-7-604.

Please let me know if you have further questions.

Kelly Dannenfelser, AICP

Assistant Director · Department of Planning and Sustainability · City of Franklin

E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

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Andrew Orr

From: Kelly Dannenfelser
Sent: Monday, September 9, 2019 1:27 PM
To: Summervillejr@gmail.com
Cc: ZoneFranklin
Subject: Zoning Ordinance Update/Short-Term Vacation Rentals

James,

Thank you for attending the Open House for the Zoning Ordinance update. I'm following up on your question about grandfathering existing short-term vacation rentals with the new Ordinance. Staff has met internally and reviewed State law. Here's what we found:

The Tennessee Code Annotated (T.C.A) specifically addresses grandfathering of short-term vacation rentals. Staff has drafted provisions (below) based on State law and will include it in the final draft of the Franklin Zoning Ordinance so that it is clear that existing, permitted short-term vacation rentals may continue:

In accordance with T.C.A § 13-7-603, short-term vacation rentals that were legally established and issued a permit prior to the effective date of this Ordinance are subject to the law in place at the time that the property was being used as a short-term vacation rental until the property is:

1. Sold;
2. Transferred;
3. Ceases being used as a short-term vacation rental for a period of 30 continuous months; or
4. Has been in violation of generally applicable local laws three or more separate times, as provided by T.C.A § 13-7-604.

Please let me know if you have further questions.

Kelly Dannenfelser, AICP

Assistant Director · Department of Planning and Sustainability · City of Franklin

E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

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Andrew Orr

From: Andrew Orr
Sent: Tuesday, August 27, 2019 5:07 PM
To: Corbitt, John A; Phil Warren
Subject: RE: Parkway Commons Shopping Center / Proposed new zoning ordinance

Hi Phil and John,

It was nice meeting both of you and thank you again for reaching out. We have already updated the maps and will recommend CC to the BOMA. You can view it here:

<http://franklin.maps.arcgis.com/apps/opsdashboard/index.html#/947c4bc0a11b480bbf777500dab8ed8d>

We will include these emails with our staff report packet to the BOMA.

Thanks again,

Andrew

From: Corbitt, John A <john.corbitt@kroger.com>
Sent: Tuesday, August 27, 2019 5:01 PM
To: Phil Warren <pwarren@warrencommercial.com>; Andrew Orr <andrew.orr@franklinton.gov>
Subject: RE: Parkway Commons Shopping Center / Proposed new zoning ordinance

ATTENTION COF staff: *This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.*

Andrew,

Kroger is in complete agreement with the note below.

Thanks,

John A. Corbitt
Real Estate Manager
The Kroger Co.
2620 Elm Hill Pike
Nashville, TN 37214
Office: 615-871-2540
Cell: 615-766-7099



From: Phil Warren <pwarren@warrencommercial.com>
Sent: Tuesday, August 27, 2019 10:45 AM
To: andrew.orr@franklintn.gov
Cc: Corbitt, John A <john.corbitt@kroger.com>
Subject: Parkway Commons Shopping Center / Proposed new zoning ordinance

[EXTERNAL EMAIL]: Do not click links or open attachments unless you recognize the sender and know the content is safe.

Andrew,

As a follow-up to our meeting a week ago concerning the proposed new zoning ordinance, we strongly feel reclassifying Parkway Commons Shopping Center to Neighborhood Commercial is the wrong zoning classification. Parkway is the second largest shopping center in Franklin with 250,000 sf sitting on approximately 35 acres. If the property is ever redeveloped in the future, there is no way to redevelop such a large tract with the uses allowed in Neighborhood Commercial. For that reason we all decided at the meeting that Central Commercial is more appropriate due to the mixed residential and commercial uses allowed in the CC category. I am making this request as owner of the shopping center shops and outlots. I do not speak for Kroger or Target who each own their respective tract in the center.

Please confirm your receipt of this email and the City's agreement to classify CC instead of NC.

Thank You,
Phil Warren

Phillip A. Warren
Warren Commercial Real Estate, Inc.
5217 Maryland Way
Suite 300
Brentwood, TN 37027

pwarren@warrencommercial.com
615-309-0781 x 102 (o)
615-812-8366 (m)
www.warrencommercial.com

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Andrew Orr

From: John Brake <johnbrake61@gmail.com>
Sent: Monday, August 26, 2019 10:37 AM
To: ZoneFranklin
Cc: Molly Pike
Subject: One Final Plea to "Grandfather" Off-Premise STVR owners in new R-4

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Dear Planning Commission,

As you weigh public feedback and comments on the draft zoning ordinance, and debate the value of "grandfathering" off-premise STVR owners in Franklin's new R-4 zone, please consider the following:

1. **We are an important part of Franklin's tourism industry.** STVRs provide a safe and comfortable home-like environment that many travelers seek out when coming to Franklin. Many of my guests would not have stayed and shopped here if they couldn't enjoy the STVR experience.
2. **Non-premise STVRs are often among the nicest, well-kept homes on their street.** If we don't maintain a desirable image, our business will suffer. It is in our best interests, and the city's, for non-premise STVR owners to maintain high curb appeal.
3. **Current Municipal requirements allow and regulate off-premise ownership.** If the ability to react quickly to safety and maintenance issues are among the chief concerns behind the draft ordinance, please consider that the current Municipal Code already provides for this. Section 13-203 requires owners or responsible parties live within 25 miles of the STVR. I live less than 10, and the same is true for every off-premise STVR owner I know.
4. **Current Municipal Code allows the city to discipline and monitor off-premise STVR owners, therefore encouraging compliance.** Three noise complaints and the City can pull my STVR permit. That's what I call incentive.
5. **New state law requires cities to grandfather current STVRs.** I am reluctant to quote "state law" to professional government officials. It's like a parent arguing calls with a referee. I am an STVR owner -- not a lawyer. But I researched this topic and found the following story from April 2018: [General Assembly passes final version of bill grandfathering in current short-term rentals](#). I don't know how this specifically impacts Franklin's draft zoning ordinance, but the General Assembly's desire to protect lawfully permitted STVR owners throughout the state seems clear to me. I hope you agree.

That's all I've got.

Thanks so much for taking the time to read this. Thanks, too, for inviting public comment on this issue and for your willingness to make changes to the draft ordinance before making recommendations to BOMA.

Best,

John Brake
2721 McLemore Way
Franklin, TN 37064

Andrew Orr

From: Walter Green <greenwr7@gmail.com>
Sent: Thursday, August 22, 2019 6:37 PM
To: Kelly Dannenfelter
Cc: ZoneFranklin
Subject: Re: Zone Franklin Comments

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They are probably fine, but a little Quality Assurance isn't a bad thing.
Take care.
Walt

On Thu, Aug 22, 2019, 6:32 PM Kelly Dannenfelter <kellyd@franklintn.gov> wrote:

Thank you, Walt. We will check into that.

From: Walter Green <greenwr7@gmail.com>
Sent: Thursday, August 22, 2019 6:08 PM
To: Kelly Dannenfelter <kellyd@franklintn.gov>
Cc: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Re: Zone Franklin Comments

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Looking at the remainder of uses on the "proposed" lines (principle and accessory) for STVR's, might as well check to be sure that:

1. In OR and DD, NOOS's are ok for principle but not accessory, and
2. In NC, the reverse is the case.

Thanks.

Walt

On Thu, Aug 22, 2019, 5:27 PM Walter Green <greenwr7@gmail.com> wrote:

Thank you for the responses, Andrew and Kelly.

There are many who are very concerned about metastasis of NOOS's (an appropriate term for the "cancerous" non-owner-occupied STVR's) in residential areas, especially the new R-4.

How can I be sure to know when the BOMA and FMPC meetings will occur?

Many thanks.

Walt

On Thu, Aug 22, 2019, 5:08 PM Kelly Dannenfelser <kellyd@franklintn.gov> wrote:

Walter,

I absolutely love your attention to detail. You found an error. The R4 and R6 districts should be in separate columns in the accessory use table. R6 is not supposed to be included for the use regulation at this time. The reason R4 has a use regulation on STVRs proposed is because we heard requests for more regulation from residents in this district during Planapalooza. We have not heard this feedback from residents in the R6 district and did not intend for there to be a change.

STVRs will be on an upcoming meeting agenda for the BOMA and FMPC to discuss this topic.

Thank you for your feedback!

Kelly

From: Andrew Orr **On Behalf Of** ZoneFranklin
Sent: Thursday, August 22, 2019 2:58 PM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Subject: FW: Zone Franklin Comments

Any thoughts on the R6 STVR accessory use mentioned below? It's permitted with use regulations

From: Walter Green <greenwr7@gmail.com>
Sent: Thursday, August 22, 2019 2:47 PM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Zone Franklin Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hi. What a beautiful, complicated set of documents. There is much to absorb.

I have a question, though I guess you want comments and might not be prepared to reply to questions. Here it is, anyway:

Currently, in both R-6 and R-2, STVRs are allowed, however the proposed zoning applies conditional language (which I love) to principle STVRs in R-4 (replacing R-2 for my address), but not to principle STVRs (only to accessory) in R-6. I wonder why.

Thanks.

Walter Green

Andrew Orr

From: Amy Jenkins Smith <a.jenkinssmith@icloud.com>
Sent: Thursday, August 22, 2019 2:01 PM
To: ZoneFranklin
Subject: Re: 548 Franklin Rd 37069

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Sorry, I didn't mean to send email with nothing in it.

I do want to recommend zoning change to I believe general office. It appears this category is more flexible in terms of what the land can be used for. Office residential looks like it can only be a house office; so that is very limited in terms of development.

What does the term continuum of care mean in the general office category?

Also I already spoke with the commercial tax assessor to determine my tax changes and he supported the zoning change as well for me based on my property location.

I do not want to miss the opportunity to change this zoning now.

Thanks for your help. Amy

Sent from my iPhone

On Aug 22, 2019, at 1:20 PM, ZoneFranklin <zonefranklin@franklintn.gov> wrote:

Yes, the properties to the north are zoned Specific Development (SD-X) which we are renaming to Planned District (PD). Every property with this zoning district has a unique plan that was approved by the Board of Mayor and Aldermen. Every property with this zoning district has a unique plan attached to it. We are willing to recommend zoning your property General Office or Office Residential, as part of the zoning update, if that is your desire. However, if your intent is to remain living in your home for the foreseeable future, I would recommend that you keep your R1 zoning.

Thanks,
Andrew

From: Amy Jenkins Smith <a.jenkinssmith@icloud.com>
Sent: Thursday, August 22, 2019 10:29 AM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Re: 548 Franklin Rd 37069

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

What is the zoning next to me where the office buildings are located?
Do you know?
Thxs Amy
Sent from my iPhone

On Aug 22, 2019, at 9:56 AM, ZoneFranklin <zonefranklin@franklinton.gov> wrote:

Hi Amy,
Which zoning district would you like for your property? My bosses are willing to support a change to General Office or Office Residential.
You can view these districts here:
<http://web.franklinton.gov/FlippingBook/2019ZoningOrdinanceDraft/18/index.html>
Please let me know your thoughts.
Thanks,
Andrew

From: Amy Jenkins Smith <a.jenkinssmith@icloud.com>
Sent: Tuesday, August 20, 2019 1:41 PM
To: ZoneFranklin <zonefranklin@franklinton.gov>
Subject: Re: 548 Franklin Rd 37069

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hi Andrew,
It's Amy Smith, we just met in the hallway. Thank you for stopping and talking to me. I would like to proceed forward in including my property in the rezoning ordinance that is coming up in the next year.
If I can include my property in the Envision Franklin rezoning process as Amy educated me and not have to try to do this on my own (pay a lot of money) that would be great. Please let me know what forms or things I need to do on my end to make sure my property is included to coincide with the large office complex that has been built next to me and the delineated line that shows my property as mixed use.
Now seems the appropriate time to facilitate this change process accordingly.
I look forward to you letting me know what I need to do.
Thank you, Amy Smith

Sent from my iPhone

On Aug 14, 2019, at 11:20 AM, ZoneFranklin <zonefranklin@franklinton.gov> wrote:

Hi Amy,
Please reach out to Amy Diaz-Barriga (cc'd) if you have any additional questions. 550-6732. Also, if you would like the zoning to be something other than R1, please let us know.
Thanks,
Andrew

From: Amy Jenkins Smith <a.jenkinssmith@icloud.com>
Sent: Tuesday, August 13, 2019 9:23 PM
To: ZoneFranklin <zonefranklin@franklinton.gov>
Subject: Re: 548 Franklin Rd 37069

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hi Andrew,
I never received the information for the planner I need to speak to.
Could you please send me that information?
Thank you for your help, Amy Smith

Sent from my iPhone

On Aug 7, 2019, at 5:00 PM, ZoneFranklin
<zonefranklin@franklintn.gov> wrote:

Hi Amy,
The land use map you have below is from our old plan, but the mixed-use land use was carried over to the new plan, Envision Franklin, so your property is neighborhood mixed-use and is the last property going south along Franklin to be neighborhood mixed-use, but the zoning is a different thing. Your zoning has not changed. It is still R-1. All of this means that if you wanted your property to go commercial, you could request a rezoning to a commercial zoning district and the city staff would support your request to the planning commission and to the board of mayor and aldermen. Would you like me to refer you to one of the current planners?
Envision Franklin Design Concepts Map (Land Use Map):
<image001.jpg>
Zoning Map:
<image002.jpg>
Thanks,
Andrew

From: Amy Jenkins Smith <a.jenkinssmith@icloud.com>
Sent: Wednesday, August 7, 2019 3:51 PM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Re: 548 Franklin Rd 37069

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I am so confused. What recommendations you are referring too? I was told the previous land use plan as outlined identified my property as mixed use. When legacy was presented I went down and discussed this specifically on 2 occasions confirming it was mixed use, given the fact a large office complex was being built right next to me.

I was at all the meetings during this time and it was never discussed that I was R-1. Indeed they confirmed my property was the last of the mixed use for this area. Who can I make an appointment with to discuss?
Thank you, Amy
Sent from my iPhone

On Aug 7, 2019, at 3:03 PM, ZoneFranklin
<zonefranklin@franklintn.gov> wrote:

Hi Amy,
The map below is our previous land use map, which is different from zoning. The recommendations were carried over to our updated Land Use Plan, Envision Franklin. However, your property is zoned R-1. The zoning on your property has never changed.
Thanks,
Andrew

From: Amy Jenkins Smith
<a.jenkinssmith@icloud.com>
Sent: Wednesday, August 7, 2019 2:31 PM
To: ZoneFranklin
<zonefranklin@franklintn.gov>
Subject: Re: 548 Franklin Rd 37069
ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

<image001.jpg>

My property has the "dot" on it denoting Mixed Use adopted in 2011. This is the map provided to me by the City of Franklin confirming this information to be correct.

This was confirmed to me on 2 occasions with the zoning commission during the time when Mr. Gregory was working on his Legacy development.

Mr. Gregory did not change the maps he was presenting for his plan to make mine mixed use, because he did not buy my land. His documents regarding my property were inaccurate during his presentations; my property was not R-1 it was mixed use.

Thank you, Amy

> On Aug 5, 2019, at 3:48 PM,
ZoneFranklin
<zonefranklin@franklintn.gov> wrote:

>

> Hi Amy,

>

> Thank you for reaching out. I checked Envision Franklin, the City's land use plan, and your property is designated as Neighborhood Mixed-Use, which is the same as the properties to the north. The zoning, however, is not PD. It is still R-1. From what I can tell, your property was not part of the Family Legacy PUD Subdivision. If you don't mind, please send the documents you have that show your property was rezoned.

>

> Thanks,

>

> Andrew

>

> -----Original Message-----

> From: Amy Jenkins Smith

> <a.jenkinssmith@icloud.com>

> Sent: Friday, August 2, 2019 3:04 PM

> To: ZoneFranklin

> <zonefranklin@franklintn.gov>

> Subject: 548 Franklin Rd 37069

>

> ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

>

>

>

> Hi to whom it may concern,

>
> I just reviewed the zoning map, the past and new public draft of zoning ordinance and my property is a PD planned district, not a R1 residence district. It is not documented correctly.
>
> When I purchased this property in 2015 I went to the planning commission and met regarding this land.
>
> It was the PD district and I have the documents to show this. It was never corrected on the map that has been online to reflect this information that was given to me by the planning commission. But indeed this property
> 548 Franklin Rd is part of that entire PD District.
>
> My property line to the left is the end of the PD district.
>
> Then beyond my property line becomes R1.
>
> Please correct this accordingly and call me if you have further questions.
>
> Thank you,
> Amy Smith 615-504-9236
>
> Sent from my iPhone

Andrew Orr

From: Nick Mann <nicholascmann@gmail.com>
Sent: Wednesday, August 21, 2019 7:58 PM
To: Andrew Orr
Cc: Scott Speedy; ZoneFranklin
Subject: Re: Proposed Franklin Zoning

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Andrew, thanks so much for this history and explanation. I would assume that in the unlikely event that the developer changes the final phase from single family to some variation of duplex/multi family, that would be considered significant to require board approval. That is enough protection for me.

Scott, thanks for the call today. It was very nice speaking with you.

Best,
Nick

Nick Mann, Esq.
615-347-9891

On Aug 21, 2019, at 3:45 PM, Andrew Orr <andrew.orr@franklinton.gov> wrote:

Hi Nick

The story is River Bluff was submitted as a PUD Development Plan that was approved by the BOMA. The overall density met the R-2 District requirements, but the lot sizes were smaller than what is permitted so they had to submit a PUD Development Plan to allow for those. We are recommending that the zoning change to the Planned District (PD) with a specified density that matches their approved PUD Development Plan so that the zoning better reflects the actual entitlements and process of approval. If the developer wanted to amend the plan, they would need to request a development plan amendment, which depending on the significance of the change would necessitate board approval. As you will see on the map, most neighborhoods are PDs and this does protect the existing neighborhoods by tying the zoning to the approved plan.

Please let me know if you would like to discuss further.

Andrew Orr, AICP, PEM | Long Range Planning Supervisor
109 3rd Avenue South | Franklin, Tennessee 37064
P: 615.550.6741 | E: andrew.orr@franklinton.gov

From: Nick Mann <nicholascmann@gmail.com>
Date: August 21, 2019 at 7:54:37 AM CDT
To: scott.speedy@franklinTN.gov
Cc: kira.bardun@gmail.com
Subject: Proposed Franklin Zoning

Hi Scott,

I hope this finds you well. My wife, Kira, and I live in the River Bluff subdivision located on Lewisburg pike, just across from Sullivan Farms. The River Bluff neighborhood is

currently zoned R-2. I noticed that the new, proposed zoning ordinance will change our neighborhood to PD - Planned District. Do you know why PD is being proposed for River Bluff? It seems like the more appropriate zoning designation is R3.

My concern is that the final phase of River Bluff has not yet been developed. We all bought into the River Bluff neighborhood on the premise that it will be single family homes. Under the PD zoning designation, multi family and duplex homes are allowed. This would disrupt the neighborhood and does not seem compatible with the surrounding area.

Best,
Nick

Nick Mann, Esq
Cell: 615-347-9891

Andrew Orr

From: Molly Pike
Sent: Tuesday, August 20, 2019 9:12 AM
To: Kelly Dannenfelser
Cc: Andrew Orr
Subject: FW: STVR changes for R-4

From: John Brake <johnbrake61@gmail.com>
Sent: Tuesday, August 20, 2019 9:09 AM
To: Molly Pike <MollyP@franklintn.gov>
Subject: STVR changes for R-4

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hi Molly,

I want to thank you again for taking the time to meet with me personally last week about how the changes in the new zoning ordinance, as currently written, will impact non-premise STVR owners in the new R-4 area.

The new guidelines are life-changing to me and others, and I appreciate the Planning Commission's desire and willingness to solicit feedback from STVR owners (and general public) before making final recommendations to BOMA.

So ... let me take one more opportunity to ask the Planning Commission to **PLEASE** grandfather us non-premise guys into the new ZO. Pretty please, with sugar on top. We are good law-abiding citizens. House-broken and potty-trained (well, most of us anyway). We help seniors cross the street! Put our coats on puddles of water so fair maidens can walk with dry shoes! We don't cuss (much) or drink to excess (often), but are willing to give it a try if it will help get us grandfathered in!

Thanks again,

John Brake
615-406-3673

Andrew Orr

From: Sharon Carrington <sharonmcarrington@gmail.com>
Sent: Monday, August 19, 2019 2:10 PM
To: Andrew Orr
Subject: Re: 11th and West Main

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you for your assistance Andrew! It helps to know what is happening.
Sharon

Sent from my iPhone

> On Aug 19, 2019, at 8:28 AM, Andrew Orr <andrew.orr@franklintn.gov> wrote:

>

> Hi Sharon,

>

> Thank you for participating in the open house last week. Unfortunately, I don't think this intersection will improve any time soon. Please see the email exchange below with our traffic engineer.

>

> Thanks,

>

> Andrew

>

> -----Original Message-----

> From: Adam Moser

> Sent: Friday, August 16, 2019 6:36 PM

> To: Andrew Orr <andrew.orr@franklintn.gov>

> Subject: Re: 11th and West Main

>

> It's either a minor arterial or collector if I remember correctly. It would not qualify for traffic calming in our current program.

>

>

>

> Sent from my iPhone

>

>> On Aug 16, 2019, at 5:01 PM, Andrew Orr <andrew.orr@franklintn.gov> wrote:

>>

>> Any thoughts on traffic calming for cars on West Main?

>>

>> -----Original Message-----

>> From: Adam Moser

>> Sent: Friday, August 16, 2019 4:26 PM

>> To: Andrew Orr <andrew.orr@franklintn.gov>

>> Subject: RE: 11th and West Main

>>
>> We have many misaligned streets in the historic City of Franklin. We are at the mercy of how properties and streets were laid out very long ago, and correcting them is very costly. The alignment at this location cannot be corrected unless property is purchased and the streets realigned.
>>
>> In addition, this intersection would likely not warrant a traffic signal. There are many warrants that must be met and this intersection likely wouldn't meet those. We will pull crash history on this intersection to look at that, however, it is very unlikely this intersection will qualify for a traffic signal. The operation of a traffic signal at misaligned intersections is also not conducive to reducing vehicle delays, nor is a traffic signal guaranteeing a safer intersection than one without.
>>
>> Thank you,
>>
>> Adam Moser, P.E.
>> Traffic Engineer
>> City of Franklin
>>
>> -----Original Message-----
>> From: Andrew Orr
>> Sent: Friday, August 16, 2019 3:04 PM
>> To: Adam Moser <adam.moser@franklinton.gov>
>> Subject: 11th and West Main
>>
>> Hey Adam,
>>
>> I spoke to a resident yesterday about the (misaligned) intersection of 11th and West Main Street. She had concerns about the safety of turning left from 11th onto West Main Street. What are your thoughts on this?
>>
>> Thanks!
>>
>> -----Original Message-----
>> From: planningprint2@franklinton.gov <planningprint2@franklinton.gov>
>> Sent: Friday, August 16, 2019 2:35 PM
>> To: Andrew Orr <andrew.orr@franklinton.gov>
>> Subject: Scanned on Bizhub from NovaCopy
>>
>> The attached document was scanned on a Konica Minolta Bizhub from NovaCopy
>>
>>
>>
>>
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>>
>>
>>

Andrew Orr

From: Paul Johnson <prjtoday@aol.com>
Sent: Wednesday, August 14, 2019 11:29 AM
To: ZoneFranklin
Subject: Re: Zoning

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Okay, thank you for your response.

Sent from my iPhone

On Aug 14, 2019, at 11:21 AM, ZoneFranklin <zonefranklin@franklintn.gov> wrote:

Hi Paul,

The Franklin Zoning Ordinance Update has no bearing on school zoning. This is a separate issue. School zoning is handled through Williamson County Schools and they have a separate board.

Thanks,
Andrew

From: Paul Johnson <prjtoday@aol.com>
Sent: Wednesday, August 14, 2019 11:01 AM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Zoning

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

I own property at 1450 Bernard Way Franklin TN 37067. My home is located in Hadden Hall within the McKay's Mill subdivision.

I am very interested in my property being zoned for Williamson public schools verses Franklin Specialty schools, Unfortunately, I will be out of town tomorrow and unable to attend the zoning meeting. Could you please update me as to new "zoning ordinance" how my property will be effected?

Thanks & Best regards,
Paul Johnson

Andrew Orr

From: Neeti Agarwal <neeti1908@gmail.com>
Sent: Tuesday, August 13, 2019 1:26 PM
To: ZoneFranklin
Subject: Re: Zoning Ordinance

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good afternoon,

Thanks for letting me know.

Regards,
Neeti

Sent from my iPhone

On Aug 13, 2019, at 1:13 PM, ZoneFranklin <zonefranklin@franklintn.gov> wrote:

Good Afternoon,
Thank you for reaching out. We are proposing to leave the zoning district the same as it is now, Neighborhood Commercial (NC).
Thanks,
Andrew

From: Neeti Agarwal <neeti1908@gmail.com>
Sent: Tuesday, August 13, 2019 11:20 AM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Zoning Ordinance

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,
I am the property owner of 4419 S Carothers Rd, Franklin parcel. What is the proposed zoning ordinance for this parcel?
Please advise.
Respectfully,
Neeti Agarwal

Andrew Orr

From: Paul or Wanda Thompson <thompson790@bellsouth.net>
Sent: Friday, August 9, 2019 4:34 PM
To: ZoneFranklin
Subject: Comments/Concerns

Follow Up Flag: Follow up
Flag Status: Completed

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

To whom it may concern:

I'm sorry we will be out of town, missing the Aug 15 meeting. We are Local residents of Forrest Crossing. Having Lived in Brentwood, and Franklin my entire life. I do care greatly about how land is being developed/regulated. The following are two concerns that I would appreciate being considered in this **Draft** of "Zone Franklin"....

- 1) Parking guidelines in Residential neighborhoods new or existing.
Please Stop parking on the streets in residential neighborhoods. It looks tacky, congested, and cheapens the overall appearance of the development. In other cities whether the neighborhood has \$Million+ or \$350,000+ homes in it they don't allow parking on the streets, and the view of the overall area is much nicer, and strengthened by that regulation. In areas of neighborhood that do allow parking on the streets more, and more liberties are taken therefore making that neighborhood unsightly.
- 2) Another great concern in Franklin Everywhere. You're allowing building in so many areas. Please don't turn us into one of those cities, only thinking of the taxes/revenue coming in, while not thinking of the infrastructure/road congestion that we've had already for some years, and it's getting worse rapidly. Because we realize the high cost to do road expansion. However it's already a necessity. Franklin road should have been widened, as Hwy 96 East (alias Murfreesboro Pk). along with North Royal Oaks. Yes extending New Hwy 96 West will be a plus but that's only one side of our city. All we have many hours in a day is heavy traffic internally in the city limits. Cities like Spring Hill, and Nolensville all chose revenue of new buildings over new roads, and ignoring the problems of their existing residents. Franklin's appeal will in time diminish if it's to difficult to navigate through it.

By your decisions now please don't make us in turn lose the Charm Franklin now has, and has had. We don't want a concrete jungle of walls at every turn in our City, or county.

Thank You..
Wanda Thompson-Resident of Forrest Crossing

Andrew Orr

From: Christina Cheek <ccheek4@oreillyauto.com>
Sent: Thursday, August 8, 2019 2:08 PM
To: ZoneFranklin
Cc: Christina Cheek
Subject: RE: O'Reilly Store #916 - 103 Lumber Drive and Store #4915 - 1445 Murfreesboro, Franklin, TN Zoning Changes

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Andrew,

Thank you for your quick response, I appreciate it!

Thank You!

Christina Cheek
Lease Administrator for the Northeastern Regions, VA, WV, Carolinas, GA & CARPAR
Real Estate Department
O'Reilly Auto Parts
233 S. Patterson
Springfield MO 65802
417-837- 5962
417-874-7112 (fax)
ccheek4@oreillyauto.com

From: Andrew Orr [mailto:andrew.orr@franklintn.gov] **On Behalf Of** ZoneFranklin
Sent: Thursday, August 08, 2019 2:06 PM
To: Christina Cheek <ccheek4@oreillyauto.com>; ZoneFranklin <zonefranklin@franklintn.gov>
Subject: RE: O'Reilly Store #916 - 103 Lumber Drive and Store #4915 - 1445 Murfreesboro, Franklin, TN Zoning Changes

Good Afternoon,

Thank you for reaching out. For existing buildings not looking to change, this is more of an administrative activity.

For the Murfreesboro Road store, the zoning is being recommended from General Commercial (GC) to Regional Commerce 6 (RC6) which is very similar. We are basically moving all of the GC parcels along the I-65 corridor into RC6 or RC12.

With the conversion of GC, we had to move the Columbia Ave store to a different district and chose LI based upon our land use plan, Envision Franklin, as well as it being the predominant district along Columbia Ave.

Neither change will have an impact on operating your store. Zoning standards would kick in if you were to do major additions to the stores or demolish them and build something new.

I hope this helps, but feel free to follow up.

Thanks,

Andrew

From: Christina Cheek <ccheek4@oreillyauto.com>

Sent: Thursday, August 8, 2019 12:16 PM

To: ZoneFranklin <zonefranklin@franklin.tn.gov>

Cc: Christina Cheek <ccheek4@oreillyauto.com>

Subject: O'Reilly Store #916 - 103 Lumber Drive and Store #4915 - 1445 Murfreesboro, Franklin, TN Zoning Changes

Importance: High

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello,

I am inquiring about the proposed zoning changes from Central Commercial to Light Industrial on our two locations in Franklin, TN. Will this have any impact on how our stores at all or is it just a minor change? Impacts being any changes to appearance, landscaping, etc., requirements? I appreciate your time and assistance, thank you!

Thank You!

Christina Cheek

Lease Administrator for the Northeastern Regions, VA, WV, Carolinas, GA & CARPAR

Real Estate Department

O'Reilly Auto Parts

233 S. Patterson

Springfield MO 65802

417-837- 5962

417-874-7112 (fax)

ccheek4@oreillyauto.com

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Stop, Look, and Think. This email is from an external source.

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Andrew Orr

From: Brett Jones <obr.brett@gmail.com>
Sent: Tuesday, August 6, 2019 5:18 PM
To: ZoneFranklin
Cc: Scott Speedy; Kelly Dannenfelser
Subject: Re[2]: Proposed zoning of industrial properties on Meadowlawn Dr and Adams St

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you, Andrew. I appreciate your response. I would like to note that while the properties do abut the rail line, I do not believe they utilize the rail for delivery of goods. Supply deliveries are trucked in, from Adams St then down Meadowlawn/Bel Aire. The properties in the area immediately east of the rail line do actually use rail for delivery of goods (Huskey and the Sakrete factory). However, these properties are zoned Light Industrial. It seems at minimum the three parcels on Meadowlawn and Adams/Bel Aire should be rezoned to LI. But given the character of the rest of the Adams St/Meadowlawn/Highland Gardens neighborhood, residential is more appropriate.

Hope to meet you at one of the upcoming public meetings.

Brett

----- Original Message -----

From: "ZoneFranklin" <zonefranklin@franklintn.gov>
To: "Brett Jones" <obr.brett@gmail.com>
Cc: "Scott Speedy" <scott.speedy@franklintn.gov>; "Kelly Dannenfelser" <kellyd@franklintn.gov>
Sent: 8/6/2019 4:57:10 PM
Subject: RE: Proposed zoning of industrial properties on Meadowlawn Dr and Adams St

Hi Brett,

Thank you for reaching out and voicing your concern. While we do anticipate change over time for these industrial properties that is more in line with the neighborhood, the properties you are referencing do abut the CSX line and have been legally operating. We did not feel comfortable recommending a change to the HI properties that are legally operating as industrial/commercial uses, especially not knowing the will of the property owners. We did, however, recommend rezoning the HI properties that are single family residential. We have several public meetings slated for this fall and will pass along your comment to the Board and gauge their interest on changing the zoning.

Thanks,

Andrew

From: Brett Jones <obr.brett@gmail.com>
Sent: Tuesday, August 6, 2019 4:37 PM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Cc: Scott Speedy <scott.speedy@franklintn.gov>
Subject: Proposed zoning of industrial properties on Meadowlawn Dr and Adams St

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Dear Madam or Sir,

I received the Zone Franklin mailer, and am extremely surprised to see the industrial properties located at the end of Meadowlawn Dr and Adams St/Bel Aire Dr are shown as Heavy Industrial for the proposed zoning. This is not consistent with the Envision Franklin plan, which calls for these properties to transition to Historic Residential. The fact these properties are proposed to remain zoned HI is completely inappropriate, based on the purpose of the HI zoning, which is "to provide for industrial uses that have extensive exterior movement of vehicles and goods." I invite City of Franklin decision makers to take a cruise down Adams St and Meadowlawn Dr and explain how this is an appropriate location for "extensive exterior movement of vehicles and goods."

I lived at 311 Meadowlawn Dr for seven years (moved a few blocks over to Everbright Ave in June) and it was a common occurrence for semi-trucks to back down the entirety of Meadowlawn Dr from Adams St. The warehouse at the end of the street also apparently leases outdoor storage space to many different users with large trucks and heavy equipment, and some of these folks speed through, sometimes with heavy trailers in tow. It caused me a lot of worry. I still own 311 Meadowlawn and also own 307 Meadowlawn, and both tenants have small children who understandably play on the dead-end street. There are four Franklin Elementary School children on the street, in addition to middle schoolers. It's not safe. It makes no sense from a land-use planning perspective. And it should be changed.

I hope to attend the Public Open House on August 15th, but in the meantime, please pass these comments to the individuals evaluating the proposed changes. I have attached the alderman for the area, Scott Speedy, to this email.

Sincerely,

Brett Jones

111 Everbright Ave

615-516-0326

obr.brett@gmail.com

Andrew Orr

From: Deborah Prince <dndprince@att.net>
Sent: Monday, August 5, 2019 11:29 AM
To: Andrew Orr
Subject: Re: question on new zoning

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you for your prompt response.

Deborah Prince

On Aug 5, 2019, at 9:08 AM, Andrew Orr <andrew.orr@franklintn.gov> wrote:

Hi Deborah,

Thank you for reaching out. The PD zone is intended for neighborhoods and developments that had a specific plan (we call them Planned Unit Developments or PUDs) tied to the zoning of the property. Many neighborhoods in Franklin are PUDs. However, I really appreciate you reaching out because I don't think Hunters Chase was a PUD. I think when I changed Dallas Downs to PD, I incidentally included Hunters Chase, since it is adjacent. The zoning map changes do not have any bearing on roadway projects and a change like R-3 to PD shouldn't have an effect on property values. I will change Hunters Chase back to R-3. Thanks for bringing it to my attention!

Andrew

From: Deborah Prince <dndprince@att.net>
Sent: Friday, August 2, 2019 10:29 AM
To: Andrew Orr <andrew.orr@franklintn.gov>
Subject: question on new zoning

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I logged on to zonefranklin.com to check zoning changes. My residence at 508 Justin Dr shows a proposed change from R-3 Residential to PD Planned District. Can you explain exactly what that means? What is PD Planned District? Will this affect the value of my home? Does it have anything to do with widening of Lewisburg Pike?

Thank you,
Deborah Prince

Andrew Orr

From: Andrew Orr
Sent: Tuesday, August 6, 2019 8:39 AM
To: Debra Brevard
Subject: RE: Question

Good Morning Debra,

We are recommending the other homes on your street also go to the newly created R4 zoning district—which has been specifically created for the downtown area to correct some of the conflicts residents were experiencing with the R-3 District. R4 does allow for accessory dwellings and other accessory structures. The Planning Commission votes on the ordinance and makes a recommendation to the BOMA. The BOMA has the final authority and like all ordinances, requires three readings and a public hearing. We are hoping the Planning Commission will vote on it at their December 19th meeting. Then, it will go to BOMA. You can read more about R-4 here:

<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/32/index.html> and more about accessory structures here: <http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/98/index.html>

Thanks!

Andrew

From: Debra Brevard <debbiebrevard@gmail.com>
Sent: Monday, August 5, 2019 5:43 PM
To: Andrew Orr <andrew.orr@franklintn.gov>
Subject: Re: Question

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Who will be voting on this, Andrew? The Planning Commission and BOMA (Board of Mayor and Alderman)? Will they be allowed to vote? I am not sure who votes on the new Zoning amendments - may delay the slated Zoning process for any reason.

When is a vote likely to occur, and how long after that would the zoning change?
Would this new zoning to R4 allow an accessory bldg for habitation? What uses would be allowed?
Why not zoned to R-3 like the rest of the street?

Thanks,
Debbie Brevard

On Aug 5, 2019, at 9:45 AM, Andrew Orr <andrew.orr@franklintn.gov> wrote:

We are hoping to get this in front of the Planning Commission this December and to the Board of Mayor and Aldermen starting in January of 2020.

From: Debra Brevard <debbiebrevard@gmail.com>
Sent: Monday, August 5, 2019 9:40 AM
To: Andrew Orr <andrew.orr@franklinton.gov>
Subject: Re: Question

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you! As I am currently considering a remodel that requires re-zoning, how long would I need to wait before this goes into effect?

Thanks,
Debbie Brevard

On Aug 5, 2019, at 9:35 AM, Andrew Orr <andrew.orr@franklinton.gov> wrote:

Hi Debra,

Thank you for reaching out. Yes, we are recommending that your property and your two neighbors to the east, 317 and 319, are also changed to R4. R4 is a new district we are proposing that includes the single-family homes in and around Downtown Franklin. The properties adjacent to the railroad would remain industrial.

Here's a screenshot of the proposed area. You can also view it on zonefranklin.com

<image001.jpg>

Thanks!

Andrew

From: Debra Brevard <debbiebrevard@gmail.com>
Sent: Friday, August 2, 2019 12:32 PM
To: ZoneFranklin <zonefranklin@franklinton.gov>
Subject: Question

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hi Zone Franklin,

How wonderful to see what the Franklin Municipal Planning Commission is up to!!
Envision Franklin is a great comprehensive plan, and I appreciate the opportunity to live here and see these positive changes happen.

I am currently considering rezoning my property from Heavy Industrial to Residential, since I am in a neighborhood that is mostly residential and it doesn't really make sense for it to be Heavy Industrial when I am living on it with a Residential use.

My property is located at 315 Meadowlawn Dr., Franklin, TN 37064

Yesterday, I received this postcard (below) in the mail. Can you tell me if this Zoning Ordinance will address changing this so I do not need to go through the long and laborious process of rezoning what shouldn't be necessary in the first place?

<image002.jpg>

Thank you for your kind attention.

Debbie Brevard
315 Meadowlawn Dr.
Franklin, TN 37064
(615) 887-5297
ddbrevard@bellsouth.net

Andrew Orr

From: Molly Pike
Sent: Wednesday, August 7, 2019 4:22 PM
To: ZoneFranklin; John Brake
Subject: RE: Existing STVR in new R-4 zone

An STVR owner is required to renew their permit yearly. Current STVR standards are contained in the Municipal Code and there are no limitations on the zoning district. It would depend on the language in the new zoning ordinance whether an STVR could be "grandfathered". This permit can be revoked with cause so there would need to be specific language added about an STVR 'in good standing' or something similar if the intent is to allow an existing STVR to continue. There will need to be revisions to the new ZO and MC to resolve the conflicts that may exist.

Please let me know if you have any additional questions.

Molly A. Pike, RLA
Zoning Administrator
Department of Building & Neighborhood Services
City of Franklin, Tennessee
615-550-6738

From: Andrew Orr **On Behalf Of** ZoneFranklin
Sent: Wednesday, August 7, 2019 1:04 PM
To: John Brake <johnbrake61@gmail.com>
Cc: Molly Pike <MollyP@franklintn.gov>
Subject: RE: Existing STVR in new R-4 zone

Hey John,

It is my understanding that existing STVRs in R4 would be grandfathered in and allowed to continue operating. Molly, if this is incorrect, please reply.

Thanks!

Andrew

From: John Brake <johnbrake61@gmail.com>
Sent: Wednesday, August 7, 2019 9:42 AM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Re: Existing STVR in new R-4 zone

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you! I hope to meet you at the Open House on 8/15 and can come by your office, too. Anytime. Thanks again Andrew. Much appreciated.

On Wed, Aug 7, 2019 at 9:35 AM ZoneFranklin <zonefranklin@franklintn.gov> wrote:

Hey John,

Let me check on this.

From: John Brake <johnbrake61@gmail.com>
Sent: Tuesday, August 6, 2019 5:33 PM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Re: Existing STVR in new R-4 zone

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thanks Andrew. I appreciate your quick response. I understand the desire to limit growth of STVRs but is there a provision that current off-site STVR owners can be grandfathered in? Or will we be forced to do something else with the property?

On Tue, Aug 6, 2019 at 5:02 PM ZoneFranklin <zonefranklin@franklintn.gov> wrote:

Hi John,

You can review the proposed standards here:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/90/index.html>

The major change would be homes in R-4 (which would be the majority of single family homes in Downtown Franklin) would have to have the owner reside on the property (this could be the main house or an accessory dwelling, but somewhere on the property). There is a strong desire by the downtown residents to limit STVRs in the downtown area.

Thanks,

Andrew

From: John Brake <johnbrake61@gmail.com>
Sent: Tuesday, August 6, 2019 4:43 PM
To: ZoneFranklin <zonefranklin@franklintn.gov>
Subject: Existing STVR in new R-4 zone

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

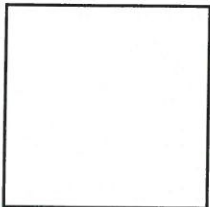
Hi ... Can you tell me what to expect as the off-site owner of a Short Term Vacation Rental that is currently R-3 but is likely to become R-4 under the new plan? Thanks.

--

Sincerely,

John Brake

Affiliate Broker



415 Main Street

Franklin, TN 37064

License # 00332884

Firm License # 00059191

Phone: 615-790-7400

Fax: 615-790-7413

Andrew Orr

From: Kelly Dannenfelser
Sent: Thursday, August 8, 2019 11:16 AM
To: Scott Bernick
Cc: Caleb Thorne; Alan Thompson; Emily Hunter; Andrew Orr
Subject: RE: Next Design Professionals/Developer Group Meeting - Draft Zoning Ordinance Discussion - Wednesday, August 7 @ 7:30 AM

Scott,

Thank you for your team's thoughtful review of the draft ZO. We appreciate your team's thoughtful comments and the understanding that Franklin does work toward setting high standards that achieve quality development and exceptional places for people. I'll add these comments to our feedback list for staff/consultant discussion preceding the release of the final draft. I've provided responses where there are simpler answers in [blue](#) below.

Kelly

From: Scott Bernick <sbernick@ragansmith.com>
Sent: Tuesday, August 6, 2019 11:35 PM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Cc: Scott Bernick <sbernick@ragansmith.com>; Caleb Thorne <cthorne@ragansmith.com>; Alan Thompson <athompson@ragansmith.com>
Subject: FW: Next Design Professionals/Developer Group Meeting - Draft Zoning Ordinance Discussion - Wednesday, August 7 @ 7:30 AM

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good Evening Kelly –

We've reviewed the zoning ordinance draft and wanted to provide the following comments/questions prior to our meeting tomorrow. Your team has done an excellent job organizing the new ZO and expect the COF will continue to set the standard here in Middle TN and beyond. Great work on the formatting! We hope these comments are productive and look forward to our Q & A session tomorrow.

- Frontage Types for RC6 and RC12 are vastly different than the development pattern in those proposed zones today. We definitely foresee some growing pains for the market and developers by eliminating parking in front of retail all together. We expect some end users in our current market will initially look elsewhere due to the restrictions in parking, however, one day will embrace a walkable community. With that said, it seems logical to consider limited parking in front of some retail based on road classifications. For example, removing parking in front of Lennox Village on Nolensville Pike seems devastating to the small retail component within the mixed use....at the same time we understand the feel of a Hillsboro Village and feel it works well because of the tight street scape. Along many of our arterials with several lanes and exclusive easements, we feel limited parking in front may not be a bad thing.
- Related to item above, would drive thrus also be restricted between the building and road? In certain scenarios....form should follow function and interested to see examples.

- We noticed General Office is intended to provide a transition between RC areas and residential neighborhoods. Seems like a live-work use and building type would be promoted or allowed?
- The 20' garage setback from front façade on homes on front loaded garages is significant. We agree with a setback to place emphasis on the front door but feel that same approach is achievable by a lesser distance...such as 8-10'. This requirement will definitely eliminate some national builders and their products from considering Franklin's market and providing "Franklin Affordable" options. Ideally, National builders would modify their product but that doesn't happen a lot. We also get that standards aren't put in place to accommodate all builders but there's a large portion of homes in Franklin that don't meet this standard.
- Requiring Big Box retailers to park half their parking via structured spaces is a massive cost at approximately \$20,000 a space. Between requiring parking in the rear and 50% structured parking it'll be interesting to see how today's market responds. Structured parking and impact fees are the (2) biggest concerns we hear from clients that break their proformas. For example...would Lifetime Athletic pay an extra 3 million for half structured parking or look at an adjacent market?

The large-scale retail building type is specific to retail use (and as we talked about yesterday it was a directive from the BOMA back in 2008). It wouldn't apply to a commercial recreation use like Lifetime Fitness. I'll revise the description to make it more clear.

- The requirement for all 20% slopes and greater to be placed in open space or an easement can be challenging with our middle TN terrain. There are some sites adjacent to arterial roads/infrastructure that flirt with those slopes and should absolutely be considered for development to encourage growth along our improved corridors. At the same time, we appreciate the sensitivity to natural resources. Consideration should be given to cut vs. fill. There are many instances where earthwork within an existing slope wouldn't impact the untouched slopes. Again this is location specific.

In the Steep Slopes section, the provision to preserve 20% slopes became more flexible in the draft. It will not be all 20% slopes; rather, it will only apply to the more significant areas with those slopes—hence the 20 feet of rise over 100 feet of run.

- Page 161 of the ZO references a 40' internal drive maximum. Clarity is needed when a turn lane is required by the traffic study. (3) 12' lanes plus 8' parallel parking on each side exceeds this requirement. Parallel parking is being required on all internal drives.
- The ZO doesn't seem to allow the removal of specimen trees. It discusses the replacement requirement of 2:1 as a default for trees not authorized to be removed. We completely agree Specimen trees should be maintained for obvious reasons, however, sometimes the location is so impactful to a layout that it's impossible to keep them. Does this ZO take a different stance than the current policy?

Yes. If it hinders access to the site then it can be removed and replaced at a 2:1.

- We feel that staff should have the authority to administratively approve a site plan that has and complies with the buffer standards. Currently, the ZO requires any plan with a buffer to go before the FMPC. Why is that required if one complies with the Code?

The BOMA/FMPC would like to discuss the triggers for FMPC and Administrative site plan approvals. This topic is tentatively scheduled for the September 19 special joint workshop.

- Figure 23.2.3.B seems confusing. Shouldn't the "Lot Width" label be pushed back to the front façade and the current location labeled "lot width" actually be labeled "Front Lot Line"? It's our understanding the lot width is the plane at the building front façade but allows the front lot line to be less at a cul-de-sac?

Good catch! Thank you.

- Page 241: Should 'Tree Save Areas' be referred to as "Canopy Retention Areas" or is any tree save on site required to go to open space? Basically, does only the minimum requirement have to get recorded if you're saving more?

The term 'tree canopy retention' is being replaced by 'tree save area' as it is more typically called that by Las. You are correct--only the minimum is required to be recorded in an easement.

- The ZO deems any lot with a specimen tree a critical lot...what's the impact if the specimen tree gets removed? More discussion needed on the intent.

See above. The intent of a critical lot is so that it can have extra review to make sure critical root zones are protected, etc.

- Page 246: Is the discussion of planting wet retention ponds referring to "bio-retention"?

- Page 246: additional considerations should be given for water quality wall finishes in urban infill.
[What do you suggest?](#)

All of the pages below are from the State-adopted model, which comes from the Federal level. It was adopted by Franklin following the 2010 Flood. We don't have much leeway to make any changes and left it alone for this update (other than to remove some of the redundant cross section references).

- Page 252: #9 Is this new?
- Page 252: Define substantial improvements under #13: [It has a very long definition from the State here: http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/376/index.html](http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/376/index.html)
- Page 253: b Did the FFE increase for non-res?
- Page 256-257: Clarify flood study requirements
- Page 258: H Assume this is new and in addition to Stream Buffers?

As a resident and a consultant I appreciate the strict standards incorporated into our ZO and the draft ZO. The draft ZO format has been significantly improved and we're excited about the hyperlink capabilities. We appreciate all of staff's hard work and time put into the development of this document. Please feel free to contact us with any questions and let us know if we can assist in any way.

[Thanks again for your comments. We really appreciate them.](#)

Sincerely,

Scotty M. Bernick, R.L.A.

Associate

RAGAN • SMITH ASSOCIATES, INC.

315 Woodland Street, Nashville, TN 37206
615.244.8591 | ragansmith.com

From:g Vernon Gerth <vernon.gerth@franklintn.gov>

Sent: Sunday, July 28, 2019 1:14 PM

Cc: Kelly Dannenfelser <kellyd@franklintn.gov>

Subject: Next Design Professionals/Developer Group Meeting - Draft Zoning Ordinance Discussion - Wednesday, August 7 @ 7:30 AM

Good afternoon Design Professionals/Developer Group. Please remember that our next meeting is scheduled for Wednesday, August 7 and the topic of discussion is the public draft of the City's updated Zoning Ordinance. The City's consultant and staff will be leading this discussion.

Hopefully, you had a chance to check out the top ten significant changes for the new Ordinance in my last email. We thought you might be interested in these highlights (with links to specific pages) in advance of our August 7 meeting:

1. The RC6 and RC12 districts (formerly GC) in Cool Springs have multifamily residential as a secondary permitted use within the district, reducing the need for a rezoning/development plan process. The setbacks have also been reduced to promote walkability. Check out the RC6 and RC12 districts here:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/56/index.html>
2. The RC6 and RC12 districts have reduced tree canopy retention and landscape surface area (formerly LSR) to allow a more intense, walkable development pattern that achieves the vision of Envision Franklin:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/194/index.html>
3. The connectivity index has been eliminated and replaced with simpler standards:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/162/index.html>

4. We've worked toward more predictability for transitional features. Transitional features and incompatible use buffers has been combined into a transitional features chapter with specific standards and applicability: <http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/154/index.html>
5. To address the conflict between lot size minimum and density maximums, the requirements shifted to minimum lot size rather than density for almost all districts.

Please forward questions prior to this meeting to Assistant Planning and Sustainability Department Director Kelly Dannenfelser at kellyd@franklintn.gov or, at 615.550.6735

The draft Zoning Ordinance and draft zoning maps are available online at www.zonefranklin.com

See you next Wednesday, August 7 at 7:30 AM in the City Hall Training Room.

Vernon

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Andrew Orr

From: Morton Stein <tracerealty@mindspring.com>
Sent: Wednesday, July 31, 2019 2:19 PM
To: Andrew Orr; Kelly Dannenfelser
Subject: RE: Proposed Zoning Ordinance Questions

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thank you for sending me the information. You guys have made the ordinance so much easier to use that I was looking for other chapters to find the use regulations and not where it is suppose to be. Also, the zoning map is so much easier to use. Thank you for your work.

Mort

Morton Stein
317 Main Street, Suite 201
Franklin, TN 37064
Mobile 615 973-5437
Mortstein927@gmail.com

From: Andrew Orr [mailto:andrew.orr@franklintn.gov]
Sent: Monday, July 29, 2019 10:11 AM
To: Kelly Dannenfelser; Morton Stein
Subject: RE: Proposed Zoning Ordinance Questions

Hi Mort,

If you are having trouble with the interactive map, you can see the attached pdf map. We have coded areas along Liberty Pike MR as well as all through Fairgrounds Street to match Envision Franklin. You'll have to zoom in to see it. MR is yellow on the map.

Thanks,

Andrew

From: Kelly Dannenfelser
Sent: Monday, July 29, 2019 10:03 AM
To: Morton Stein <tracerealty@mindspring.com>
Cc: Andrew Orr <andrew.orr@franklintn.gov>
Subject: RE: Proposed Zoning Ordinance Questions

Mort,

Below is the link to the Use Regulations. They start right after the Table, and we can add a "See Subsection 45.1.4" in the header of the table where it says permitted with use regulations.

<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/86/index.html>

I'm pulling Andrew in for your second question about MR.

Kelly

From: Morton Stein <tracerealty@mindspring.com>

Sent: Monday, July 29, 2019 9:56 AM

To: Kelly Dannenfelser <kellyd@franklintn.gov>

Subject: Proposed Zoning Ordinance Questions

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Kelly: In reviewing the Use Tables, I have a couple of questions: What is the "Permitted with use Regulations" and where can I find what the "Use Regulations"?

I am having a problem reading the zoning map can you tell me if there are any MR districts designated for vacant property?

Morton Stein

317 Main Street, Suite 201

Franklin, TN 37064

Mobile 615 973-5437

Mortstein927@gmail.com

Andrew Orr

From: Hunkler, Mike <mike.hunkler@greshamsmith.com>
Sent: Tuesday, July 23, 2019 3:27 PM
To: Kelly Dannenfelser
Subject: RE: City of Franklin Draft Zoning Ordinance - Released

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Okay.

Thank you for the quick reply, Kelly.

Mike.

Michael D. Hunkler, P.E.
Gresham Smith
D: 615.770.8156
M: 615.478.3283

From: Kelly Dannenfelser <kellyd@franklintn.gov>
Sent: Tuesday, July 23, 2019 1:17 PM
To: Hunkler, Mike <mike.hunkler@greshamsmith.com>
Cc: Scruggs, Dustin <dustin.scruggs@greshamsmith.com>; Lucyshyn, Jessica <jessica.lucyshyn@greshamsmith.com>; Andrew Orr <andrew.orr@franklintn.gov>
Subject: RE: City of Franklin Draft Zoning Ordinance - Released

Mike,
I'm so impressed! Thank you for taking the time to review the draft Zoning Ordinance. Let me see if I can address your questions in blue below:

From: Hunkler, Mike <mike.hunkler@greshamsmith.com>
Sent: Friday, July 19, 2019 9:54 AM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Cc: Scruggs, Dustin <dustin.scruggs@greshamsmith.com>; Lucyshyn, Jessica <jessica.lucyshyn@greshamsmith.com>
Subject: City of Franklin Draft Zoning Ordinance - Released

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Kelly,

Thank you for the opportunity to provide review and input on this new document. In general I found it to be clear and concise. Hopefully it answers more questions than it creates?

I few comments/questions:

- Did you consider requiring a minimum project acreage size for the PD district?
We did consider it, but we left it out because when a property is rezoned to PD, we rely on Envision Franklin to provide the lot size recommendations. One of the issues we have run into in the past is that when a standard is in both the guiding plan and the Zoning Ordinance, and it changes in Envision Franklin, then we must also update the Zoning Ordinance, which is a lengthy process. The PD is supposed to be used to implement Envision Franklin, so our thought was that it should be the device that influences the PD district.
- Did you consider a multi-family zone district?
One of the bigger changes with the new Ordinance is that it allows some multifamily by-right alongside commercial uses in regional commerce. Envision Franklin doesn't support much stand-alone multifamily, instead recommending mixed use and walkable multifamily near commercial uses in the Cool Springs area.
- Gas stations are now as much convenience stores as fuel stations. Did you consider more districts to allow their construction?
There are certain topics that are BOMA-directed and staff felt that this was one of them. Convenience stores would simply be retail under the new Ordinance.
- On page 173 I believe there is a typo that should address 90 degree parking dimensions (instead of 2 -60 degree dimensions.)
Good catch. We've updated that in our files for the final draft.
- Did you consider revisiting not allowing presplit or prefinished masonry units on retaining walls? This restriction created a significant hardship on the recent Ramsey Headquarters project.
We built in some flexibility where retaining walls are not visible. Check out the link to the materials page below for more:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/208/index.html>
- FYI many exterior equipment heights exceed the maximum screen height of 8'; alternate screening using installed plant materials taller than 8' may be a challenge to thrive.
I'm thinking this comment is for the ground- or wall-mounted mechanical and utility equipment? It may be that when the equipment reaches beyond that height, the alternative for landscaping may not be available as such.
- Are there any zone changes being implemented with the zone map, or is it just an existing zoning snapshot based on the date of the new ordinance approval?
There are some limited zoning changes, but mostly name changes e.g. R-1 to R1, GC to RC, etc. There is a cool interactive map of the zoning districts that compares the old and new with a slide bar. Be sure to use Google chrome for the best viewing for this one:
<http://franklin.maps.arcgis.com/apps/opsdashboard/index.html#/947c4bc0a11b480bbf777500dab8ed8d>

Mike.

Michael D. Hunkler, P.E., LEED AP
Senior Vice President

D: 615.770.8156
M: 615.478.3283

Gresham Smith
222 Second Avenue South, Suite 1400
Nashville, TN 37201-2308

From: Vernon Gerth <vernon.gerth@franklintn.gov>
Sent: Thursday, June 13, 2019 5:24 PM
Subject: Draft Zoning Ordinance - Released

Good afternoon Design Professionals/Developer Group,

Since late 2017, City staff has been working on updating the City Zoning Ordinance, with the goal of guiding the type of high-quality, vibrant, and sustainable development prescribed by Envision Franklin. In February 2019, City staff and consultant Town Planning & Urban Design Collaborative (TPUDC) hosted Planapalooza, a code demonstration and design process. Staff, stakeholders, and citizens worked with the consultant team to test draft zoning concepts through prototypical urban design scenarios. Staff and TPUDC then continued to work on the zoning ordinance update using input received during Planapalooza.

Our team has recently released the public review draft for community and stakeholder input. While a Public Draft Open House will be held on August 15 from 5-8 pm at the City Hall Training Room, **City staff and our consultant will be facilitating a discussion with the Design Professionals/Developer Group on Wednesday morning, August 7 beginning at 7:30 AM in the City Hall Training Room.** Please mark your calendars and invite your colleagues and clients to join us.

The Public Draft Ordinance and the Draft Zoning Map are located on-line at <https://zonefranklin.com/public-draft-zoning-ordinance>.

In the meantime, please contact Kelly Dannenfelser, Assistant Director of our Department of Planning and Sustainability with questions and comments.

kellyd@franklintn.gov 615.550.6735

Vernon

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Andrew Orr

From: Brian Laster <brianlaster@gmail.com>
Sent: Monday, July 15, 2019 2:11 PM
To: Kelly Dannenfelser
Subject: New zoning overlays

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Kelly,

Kim commented to me on what a great presentation you made at the DNA meeting and I must agree.

We spent some time looking at the new overlays and it appears our property is located within 3: Scenic Corridor, Flood Fringe and Central Franklin. We are located at 424 Murfreesboro Rd.

Proposed in the Scenic Corridor Overlay is a 150' setback along Murfreesboro Rd from Mac Hatcher to town for what I'm assuming is new development. Most of the houses north of Murfreesboro Road already meet the 150' setback. This is because North Ewingville Creek runs near the road and creates a flooding hazard. Most of the houses located on the south side of Murfreesboro Rd are less than 150' from the road. The houses nearer to town are approx 50 -75 feet from the road. None of these homes are in a straight line concerning setbacks and this contributes to the character of the neighborhood.

I'd like to propose a flexible setback for Murfreesboro Rd in the SCO that is dependent on, and an average of the setbacks represented by a grouping of existing houses. For instance, homes on the north side of the road might adhere to the 150' set back down to Eddy Ln. From Eddy Ln to the river other set backs, indicative of the existing homes on the north & south sides, would apply.

In the Central Franklin Overlay, for properties located outside the HZO, is demolition of existing structures allowed? There is a clause regarding a ban on demolition for parking but that seems vague.

All the best,
Brian Laster

Andrew Orr

From: Mort Stein <mortstein927@gmail.com>
Sent: Thursday, June 20, 2019 3:06 PM
To: Kelly Dannenfelser; Andrew Orr; brian@tpudc.com; Tom Marsh
Subject: Draft Zoning Ordinance Work Shop

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Kelly: You and Brian did an excellent job yesterday at the zoning ordinance work shop. I wish you would have taped Kelly's presentation since it was so detailed and informative. My objective and I believe that yours is too, is to prepare an ordinance that is easy to comply with and understand with more certainty of outcomes, I am not sure that is the objective of the BOMA. I had to leave a little early, but I picked up resistance from a few of the members to the idea of leaving them out of the process of approvals even if the property is zoned properly. It would be great if we could eliminate the need for modification of standards by having more flexibility in the ordinance. As I find out more by getting into the details, I will find out that you have come a long way in giving more certainty and simplifying the process as I found out yesterday.

Connectivity is going to be another problem that is going to be difficult to achieve and that means that encouraging mixed use development is the only way to do it, however, there are certain areas and projects that do not lend themselves to this type of development. I have observed that mixed use developments usually do not lead to the provision of work force and affordable housing. We are going to have to look for other mechanisms to accomplish this.

I will try to be more positive in the future and attempt to be more constructive in my comments. I do appreciate your listening to me and look forward to seeing how this all turns out.

--

Morton Stein

317 Main Street, Suite 201

Franklin, TN 37064

Mobile 615 973-5437

Mortstein927@gmail.com

Andrew Orr

From: Kelly Dannenfelser
Sent: Friday, June 21, 2019 4:03 PM
To: Patrick Harrington
Cc: Andrew Orr
Subject: Re: Email contact from City of Franklin, TN

Hello Patrick,

Thank you for reaching out and your kind words. Franklin is a special place indeed.

I'll be on vacation that first week of July, but would be happy to meet sometime the second week of July.

I can tell you, in advance, that the draft Ordinance addresses billboards simply by referencing the particular section of State law that addresses them. Check out Provision 15.1.11.B on the page link below:

<http://web.franklinton.gov/FlippingBook/2019ZoningOrdinanceDraft/219/index.html>

Kelly

On Jun 21, 2019, at 3:39 PM, City of Franklin, TN <CityofFranklin@franklinton.gov> wrote:

Message submitted from the <City of Franklin, TN> website.

Site Visitor Name: Patrick Harrington

Site Visitor Email: patrick.harrington@outfrontmedia.com

Hi Kelly

My name is Patrick Harrington. First, I am a citizen of Franklin and I want to thank you for the work you do and for keeping the quality of life in Franklin the best in the country!

I also wanted to reach out to you regarding the new zoning ordinance that the City of Franklin is working on, specifically the sign ordinance. I work for OUTFRONT Media, and we have several signs on the interstate in Franklin. I would like to set up a meeting to discuss the changes in the ordinances.

Please let me know if you are available to meet July 1st or 2nd. I am happy to come to your office.

My email is patrick.harrington@outfrontmedia.com and my cell is 404-310-4445.

Thank you and look forward to speaking to you soon.

Best,

Patrick Harrington
5048 Maysbrook Lane,
Franklin, TN 37064

Andrew Orr

From: Kelly Dannenfelser
Sent: Thursday, June 13, 2019 10:02 AM
To: Ernie Bacon
Subject: RE: request for information

Ernie,

We sure did lose and miss Josh. Below are links to the current and proposed requirements. I've listed the section numbers where the standards are that correspond to your questions. (The new draft is definitely easier to navigate with simpler, reorganized standards.)

Current Ordinance

The current parking standards for downtown are found here:

<https://www.franklintn.gov/government/departments-k-z/planning-and-sustainability/zoning-ordinance>

Section 3.5.6(2)(b)(ix) CFCO-1 Standards Off Street Parking starting on page 3-63

Section 3.5.6(2)(c)(ix) CFCO-2 Standards Off Street Parking starting on page 3-69

Section 5.9, Off Street Parking and Loading, starting on page 5-118

Section 5.9.11, Alternative Parking Plan, starting on page 5-130

Draft Ordinance

The draft parking standards are found at the direct link below:

<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/166/index.html>

Subsection 10.1.2, Exemptions (DD is generally current CFCO-1 area)

Subsection 10.1.6, Minimum Parking

Subsection 10.1.9 Alternative Parking Plan

The draft Ordinance is out for public review through the summer, with a large public open house scheduled for August 15 from 5-8 p.m. at City Hall. We will gather community input and present a final draft for adoption toward the end of the year. Best case, the Ordinance would be adopted sometime early/spring 2020.

I hope this helps.

Kelly

From: Ernie Bacon <ebacon224@gmail.com>
Sent: Thursday, June 13, 2019 9:07 AM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Subject: Fwd: request for information

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Hello Kelly - I first sent this inquiry to Josh thinking that he was going to be around for several more weeks, but it appears that he has already left. Could you please provide me with this requested material?

Ernie

----- Forwarded message -----

From: **Ernie Bacon** <ebacon224@gmail.com>

Date: Tue, Jun 11, 2019 at 3:57 PM

Subject: request for information

To: Josh King <josh.king@franklintn.gov>

Hello Josh - my name is Ernie Bacon and I reside at 224 4th avenue south in Franklin. I am addressing this request to you inasmuch as you are on record of discussing parking issues with proposed developments.

My request is information and the current regulations that apply to the Downtown Historic Overlay District specific to the situation wherein a new development and/or redevelopment and/or newly proposed additions/modifications to existing properties that require the owner to provide additional parking. I understand that ratios apply to the type of use. And in event the owner cannot provide the required parking spaces on site; what permitted alternatives are available such as shared parking arrangements; and the current requirements for acceptable shared arrangements.

Further, I understand that the current requirements may be up for some modification and if so, not only would I appreciate the current reqs but should a draft exist of of proposed reqs, I would appreciate that information and the anticipated timing of any changes.

And further, would you please inform me as to when in the approval process of any such expansion does the parking reqs become effective on any proposal.

Thanks!

Ernie Bacon
615/791-8485

Andrew Orr

To: Stanton Higgs
Cc: Debbie Henry; Chase Harper; Andrew Orr
Subject: RE: Draft Zoning Ordinance Links

Stanton,

Thank you for your comments. We believe the Ordinance takes great strides forward for transit in Franklin, particularly the connection between the density/intensity of the proposed development and the needed transit infrastructure that provides mobility options for the people who will be living, working, or playing there.

Related to bicycle parking, I could see different developments wanting to use creative or unique bike racks. (One was just approved by the BOMA as an art/bike rack of the Harpeth River in downtown Franklin last month.) As long as the bicycle parking is provided, flexibility

Related to the transit comment, what do you think the criteria should be to trigger a requirement for an additional stop within the walking distance of 1,320 feet? We would need something, other than DRT saying we need it, to require it. If you have some ideas, please send them on over. For example, would more frequent stops be something identified in the master plan for FTA? (Then we could reference that.)

Thanks again for your review and I'll see you later today!

Kelly

From: Stanton Higgs <shiggs@tmagroup.org>
Sent: Wednesday, June 12, 2019 10:30 AM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Cc: Debbie Henry <dhenry@tmagroup.org>; Chase Harper <charper@tmagroup.org>
Subject: RE: Draft Zoning Ordinance Links

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Thanks Kelly,

I have not gone through the entire document, but I did go through the specific pages connected to the links you sent, Parking and Transit, Bicycle Parking and Transit Infrastructure.

Here are my comments

10.1 Parking – No Comments at this time

10.2 Bicycle Parking – My only comment is that it might be nice to have a general approval of the design and look of the bicycle rack. In the case we go with a general look through an entire corridor or through out the city.

10.3 Transit – 10.3 B 1 – The mention of 1,320 feet (a five minute walk). I am wondering if the distance should be at a minimum 1,320, but give language that allows the spacing of transit infrastructure be tied to the

existing or planned density of the development as determined by the city planning department. In some cases there might be two or three stops within that 1320 feet in the future.

Does any city request the building of the stop on the planned site and then a fee to fund the pad and connection to sidewalk on the corresponding other side of the street?

10.3.4 It is most likely understood, but I did not specifically see the language of “meeting ADA requirements”. ADA is included in the Franklin Transit Authority and we are just use to emphasizing this requirement.

Thanks

Stanton

From: Stanton Higgs
Sent: Friday, June 07, 2019 9:18 AM
To: Kelly Dannenfelser <kellyd@franklintn.gov>
Subject: RE: Draft Zoning Ordinance Links

Thanks Kelly,

Good seeing you also. I will review the specific pages and the document.

Stanton

From: Kelly Dannenfelser [<mailto:kellyd@franklintn.gov>]
Sent: Thursday, June 06, 2019 5:43 PM
To: Debbie Henry <dhenry@tmagroup.org>; Stanton Higgs <shiggs@tmagroup.org>; Chase Harper <charper@tmagroup.org>
Subject: Draft Zoning Ordinance Links

Debbie, Stanton, and Chase,
It was great seeing you three today. I'm sending you a couple links for the draft Zoning Ordinance.

Transit infrastructure requirements:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/174/index.html>

Bicycle parking requirements:
<http://web.franklintn.gov/FlippingBook/2019ZoningOrdinanceDraft/174/index.html>

We would love to have your support via emailed stakeholder input and during the public hearing portions of this process (for which the goal is December and February).

Kelly Dannenfelser, AICP
Assistant Director · Department of Planning and Sustainability · City of Franklin
E kellyd@franklintn.gov **T** 615.550.6735 **W** www.franklintn.gov

Andrew Orr

From: Mort Stein <mortstein927@gmail.com>
Sent: Tuesday, June 11, 2019 9:33 AM
To: Andrew Orr
Cc: Tom Marsh; brian@tpudc.com; Kelly Dannenfelser
Subject: Re: Comments on Draft Zoning Ordinance

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I went to the units that CHP built on West Main this morning at 6:30. There are 27 units occupied at this time. I counted 21 vacant units which I believe is about half of the parking spaces the city required. See photo. I plan to go out there around 7:30 this afternoon to do another count. I suggest the staff perform a comprehensive study of existing residential as well as commercial sites. Also read the article I sent you for ideas.



Sent from my iPad

On Jun 10, 2019, at 4:11 PM, Andrew Orr <andrew.orr@franklintn.gov> wrote:

Hey Mort,

Thank you for taking the time to review the draft ordinance and for sharing your comments. What are you suggesting for changing the parking requirements?

Thanks,

Andrew

From: Mort Stein <mortstein927@gmail.com>

Sent: Monday, June 10, 2019 3:19 PM

To: Andrew Orr <andrew.orr@franklintn.gov>; Tom Marsh <tomm@franklintn.gov>; brian@tpudc.com

Subject: Comments on Draft Zoning Ordinance

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Andrew: Summarized below are my comments for the proposed Franklin Zoning Ordinance:

There are no multifamily districts; the only options for such uses are the planned districts which does not meet the goals of certainty and reduced time to obtain approvals.

There are no transitional housing or homeless shelters allowed in the ordinance. Where can these uses be placed?

The parking requirements do not seem to be changed from the existing ordinance. Attached is a very good article concerning parking and affordable housing.

Even though mixed use developments are allowed, they still have to go through the long expensive process of rezoning and site plan approvals with no assurances that they will be eventually approved. (example the Dell Webb rezoning proposal)

There is no "Form Based" provisions in the ordinance. I could see these type of districts in the Cool Springs area to implement high density mixed use development envisioned in the "Envision Plan" and a different type of form based district in the central part of the city.

I did not see any provision for a speedy approval process. This may not have to be in the zoning ordinance. I have attached an article about a case study in a city similar in size to Franklin that was able to cut the time for approvals for building permits and plan approvals by a considerable amount.

The "Envision Plan" as well as the ordinance does not allow higher intensity uses where infrastructure can be easily expanded with the least amount of cost according to an analysis presented a recent Tech Advisory meeting. This needs to be "re-envisioned."

There were several changes to the existing zoning ordinance that was recommended in the Housing Plan approved by the Housing Commission. Enclosed is a copy of the plan with those suggestions.

Thank you for giving me the opportunity to comment on the draft ordinance. I look forward to working with you, Brian and the staff to make this ordinance reflect the goals expressed by residents of Franklin in several of the surveys and meetings concerning problems with affordable housing, traffic congestion and the perception of too much growth.

--

Morton Stein

317 Main Street, Suite 201

Franklin, TN 37064

Mobile 615 973-5437

Mortstein927@gmail.com

Andrew Orr

From: Patrick Baggett <pbaggett@fullserviceins.com>
Sent: Saturday, May 25, 2019 3:11 PM
To: Andrew Orr
Subject: Franklin Zoning Comments

Follow Up Flag: Follow up
Flag Status: Flagged

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Andrew,

How long do we have to make comments on draft zoning ordinance?

I have a few things regarding flood zone zoning I'd like to comment on and need some perspective.

To start Looking for answers to these questions:

1. Why has City of Franklin elected to mandate 3ft over BFE instead of the 1ft required by FEMA? Any specific ordinances related to this?
2. Why are secondary structures such as an unattached garage prohibited from having living space over the garage in a flood zone? There doesn't seem to be any FEMA regulation demanding that. Any specific ordinances related to this?
3. What is the time frame for determining if you've met criteria for a substantial improvement?
4. Given the flood zone revision a few years back where many homes went from a 500year to a 100 year based on new calculations, do you you think some of these more strict flood zone zoning ordinances need to be revisited?

I have been speaking with multiple home owners in the flood plain all over town and it is of great concern to us. Especially when we are self imposing some of these requirements that exceed what is mandated by FEMA to be a part of NFIP.

Thanks and look forward to speaking with you on this after the holiday.

Best Regards,



**HISTORIC
FRANKLIN
TENNESSEE**

Dear Resident,

The City of Franklin is in the process of updating the Zoning Ordinance and Zoning Map. You are receiving this notice letter because a property you own on Fairground Street in the City of Franklin is currently proposed to be rezoned as a part of the Zoning Ordinance update to better align with the City's Long-Range Plan, Envision Franklin.

Your property is currently zoned Heavy Industrial (HI) and is proposed to change to Mixed Residential (MR), which allows for a mix of residential uses including single family homes, duplexes, townhouses, and multiplexes (up to four units per structure).

If you wish to follow along in the public process of the proposed zoning ordinance, the following are key meetings to attend/view online:

- October 24, 2019 – Franklin Municipal Planning Commission Meeting (Public Hearing)
7 PM in the Board Room at City Hall
- November 12, 2019 – Board of the Mayor and Aldermen (1st Reading and Public Hearing)
7 PM in the Board Room at City Hall
- November 26, 2019 – Board of the Mayor and Aldermen (2nd Reading and Public Hearing)
7 PM in the Board Room at City Hall
- December 10, 2019 – Board of the Mayor and Aldermen (3rd and Final Reading)
7 PM in the Board Room at City Hall

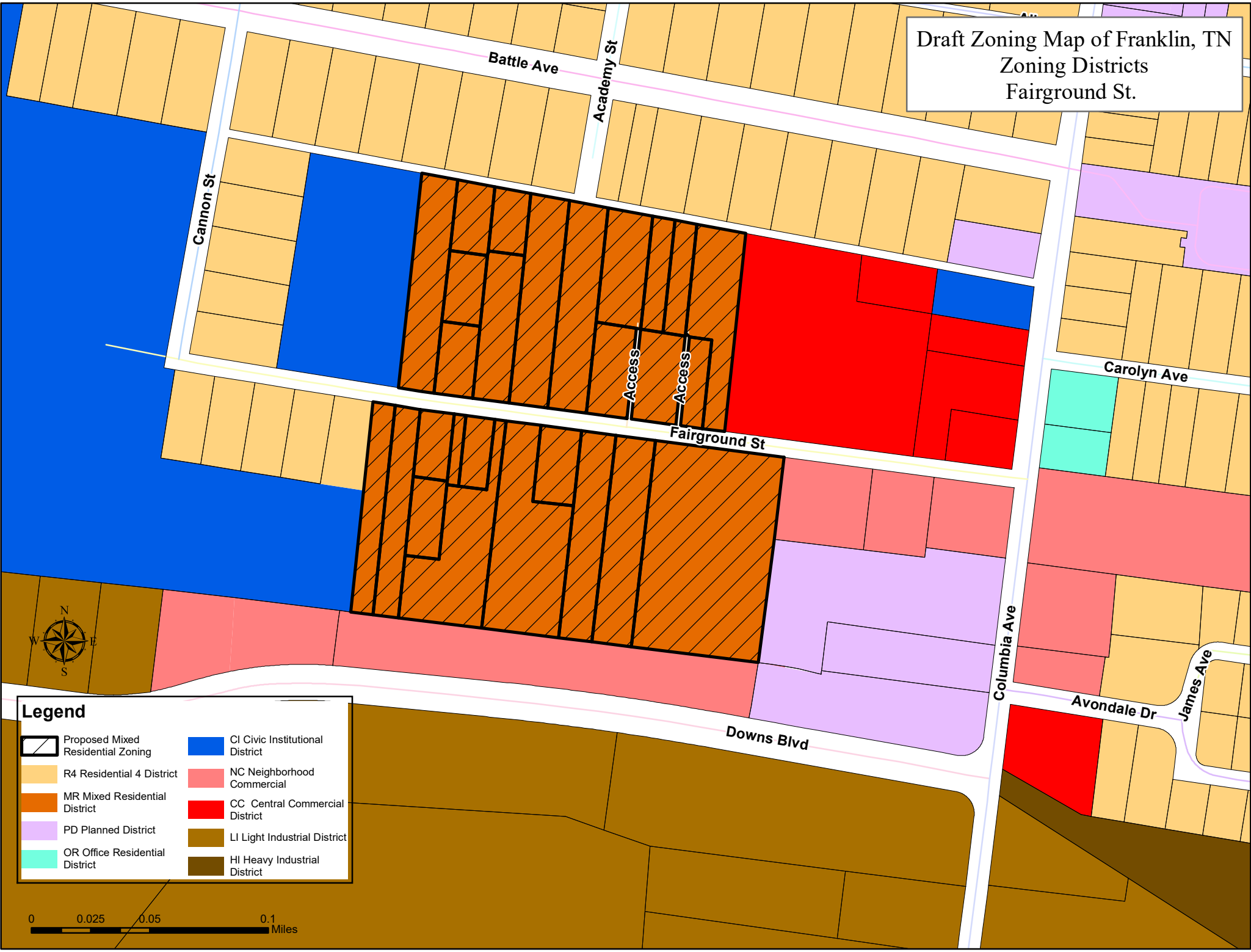
To view the public draft ordinance and map, please visit www.zonefranklin.com. The final drafts will be available to view online on October 16th.

Feel free to contact Andrew Orr, Long Range Planning Supervisor, at Andrew.Orr@franklintn.gov or (615) 550-6741 for more information.

Sincerely,

Andrew Orr

Draft Zoning Map of Franklin, TN
Zoning Districts
Fairground St.



Legend

Proposed Mixed Residential Zoning	CI Civic Institutional District
R4 Residential 4 District	NC Neighborhood Commercial
MR Mixed Residential District	CC Central Commercial District
PD Planned District	LI Light Industrial District
OR Office Residential District	HI Heavy Industrial District

0 0.025 0.05 0.1 Miles



Dear Property Owner,

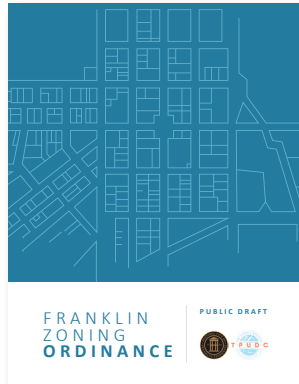
This mailer serves as notification that the Franklin Zoning Ordinance is undergoing a comprehensive zoning text and zoning map update which may or may not affect your current zoning.

In January of 2017, the Franklin Municipal Planning Commission (FMPC) adopted Envision Franklin, the City's Land Use Plan. Following adoption, the Department of Planning and Sustainability began working to bring the Zoning Ordinance into alignment with the Envision Franklin Plan. In fall of 2018, the City hired Franklin-based Town Planning and Urban Design Collaborative (TPUDC) to provide expertise in zoning, site design, and community engagement. On May 14, 2019, the City released the public draft zoning ordinance and map for public review and comment.

The Zoning Ordinance contains standards for how land can be used and developed. The purpose of the update is to:

- Better align the Zoning Ordinance / Zoning Map with the Envision Franklin policies
- Reduce the number of conflicts and overlapping provisions
- Re-focus the standards on zoning districts by eliminating multiple overlay districts
- Make the document more user friendly, interactive and easier to understand.

ZONING ORDINANCE UPDATE



LEARN MORE...

- Go to **ZoneFranklin.com** to see the public draft of the Zoning Ordinance and to check the zoning on your property by clicking on the interactive zoning districts and zoning overlay maps.
- Attend a come and go **Public Open House on August 15, 2019** at Franklin City Hall, 109 3rd Ave South, between 5:00 PM and 8:00 PM.
- Stop by City Hall to ask questions during our **Drop-In Open Office Hours** from 8:00 AM to 5:00 PM on Friday, August 16 or on September 20 from 8:00 AM to 5:00 PM.
- Contact the Department of Planning and Sustainability at **615-791-3212** or email anytime **Zonefranklin@franklintn.gov** with your questions and comments.

Thank you, we are honored to serve the citizens of Franklin!



ZONE FRANKLIN



City of Franklin Housing Commission

Date: October 22, 2019

City of Franklin Planning Commission

Mike Hathaway, Chair
109 3rd Ave S #120
Franklin, TN 37064

Re: Motion in Regard's to Proposed Change to Zoning Ordinance

Dear Mr. Hathaway:

The City of Franklin Housing Commission met on Thursday, October 4th for our regular monthly meeting. One topic of discussion was a requirement proposed in the new Zoning Ordinance that Accessory Dwelling Units (ADUs) be restricted to only properties that are owner occupied. After discussion, a motion was made and overwhelmingly ratified by the Commission to ask that this requirement for ADUs be removed from the new Zoning Ordinance.

The proposed updated Zoning Ordinance expands the overlay allowing ADUs and this provides an opportunity for the City to address its need for attainable housing. The Housing Commission believes that limiting ADUs to solely be on properties that are owner-occupied limits the potential for such units to be an innovative way to address the City's need for attainable housing. Since the proposed zoning ordinance already requires short-term rentals to be owner-occupied, if the ADU was to be used as a short-term rental, it would have to comply with the ordinance regarding that provision.

As Chairman of the Housing Commission, I have spoken with the Assistant Director of Planning and Sustainability, Kelly Dannenfelser, and understand the City's concern of possibly changing single family residential to multi-family residential if ADUs are not required to be owner-occupied. The Housing Commission does not intend to change the zoning of any neighborhood with this request, but we believe that requiring ADUs to be owner-occupied creates an unnecessary burden on the homeowner and limits innovation towards attainable housing initiatives within the City.

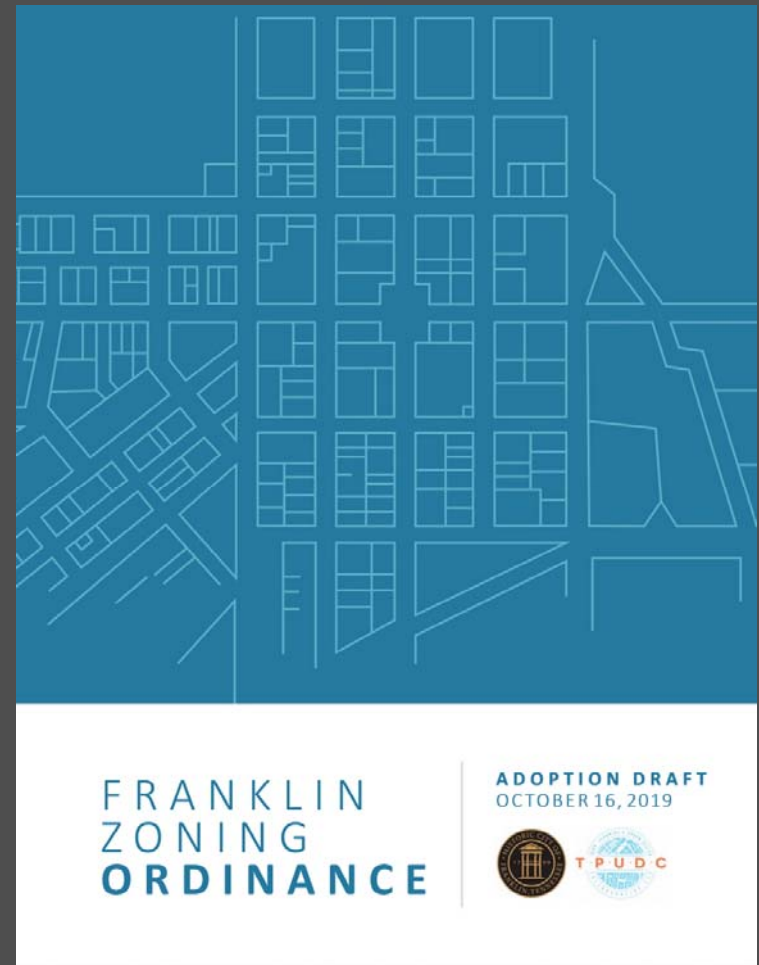
We respectfully request you to consider the Housing Commission's recommendation in the proposed Zoning Ordinance, and remove the requirement for ADUs to be solely on properties that are owner-occupied.

Sincerely,

Elizabeth D. Wanczak
Chair, City of Franklin Housing Commission

Ordinance 2019-37

An Ordinance to Adopt a New Zoning Ordinance and Map of the City of Franklin, Tennessee



PROJECT INTRODUCTIONS



Emily Hunter
The Fearless Leader



Kelly Dannenfelser
The Mastermind



Andrew Orr
The Zoning Mapper/
Zen Master of Citizen
Comments



Amy Diaz-Barriga
Think Tank Team Leader
Idea Sniper/Realist



Annette Dalrymple
Technical Guru
Tree Saver 1



Jason Arnold
Tree Saver 2



Paula Kortas
The Surety Queen



Dianna Tomlin
The New Gal



Joey Bryan
The Fence Master

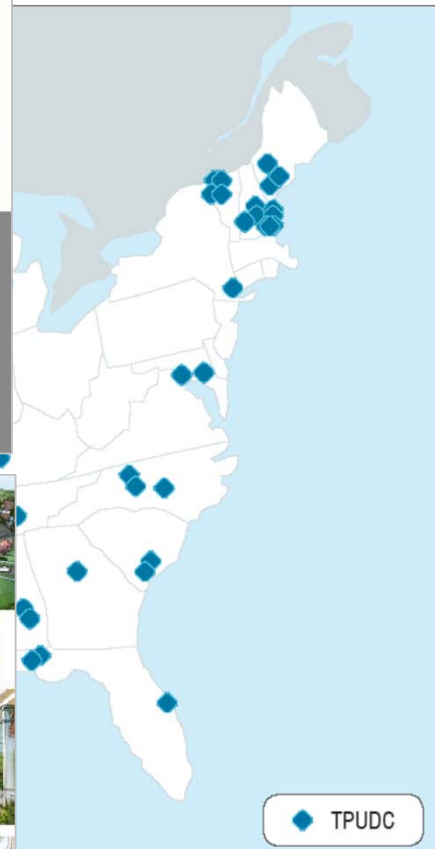
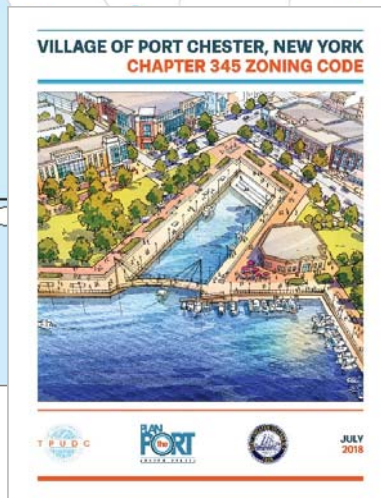
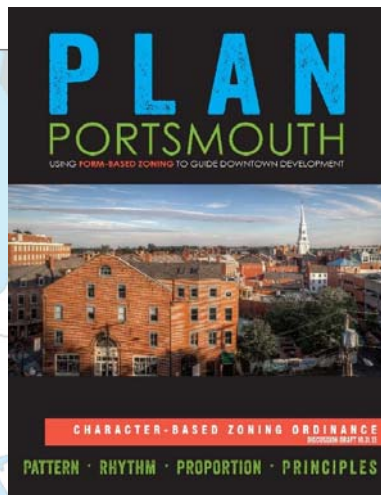
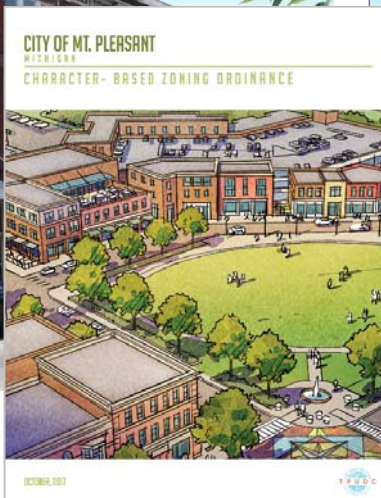
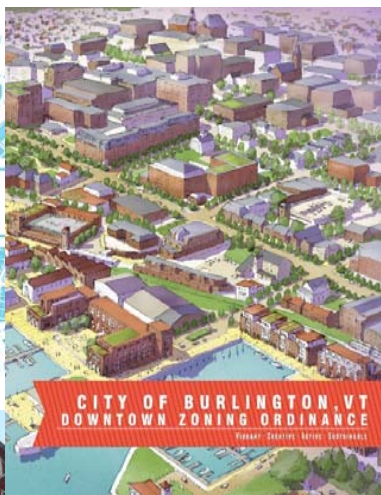


Amanda Rose
The Downtown Guardian



Eric Conner
The New Guy

PLANNING STAFF



WHERE WE WORK

- 
- WHERE ARE YOU TRYING TO GO?
 - WHAT TIME IS YOUR FLIGHT?
 - WHAT SEAT ARE YOU SITTING IN?
 - WHERE IS THE BATHROOM?

- 
- A photograph of two pilots in a cockpit. The pilot on the left is seen from the side, wearing a white shirt and a harness, looking down at a checklist. The pilot on the right is seen from the back, also in a white shirt, looking forward at the instrument panel. The cockpit is filled with various controls, dials, and screens. A semi-transparent dark box is overlaid in the center of the image, containing white text.
- OUR GOAL IS TO MAKE SURE YOU DON'T FEEL THE PRESSURE TO BECOME A PILOT OR A CODING EXPERT.

ENVISION



FRANKLIN

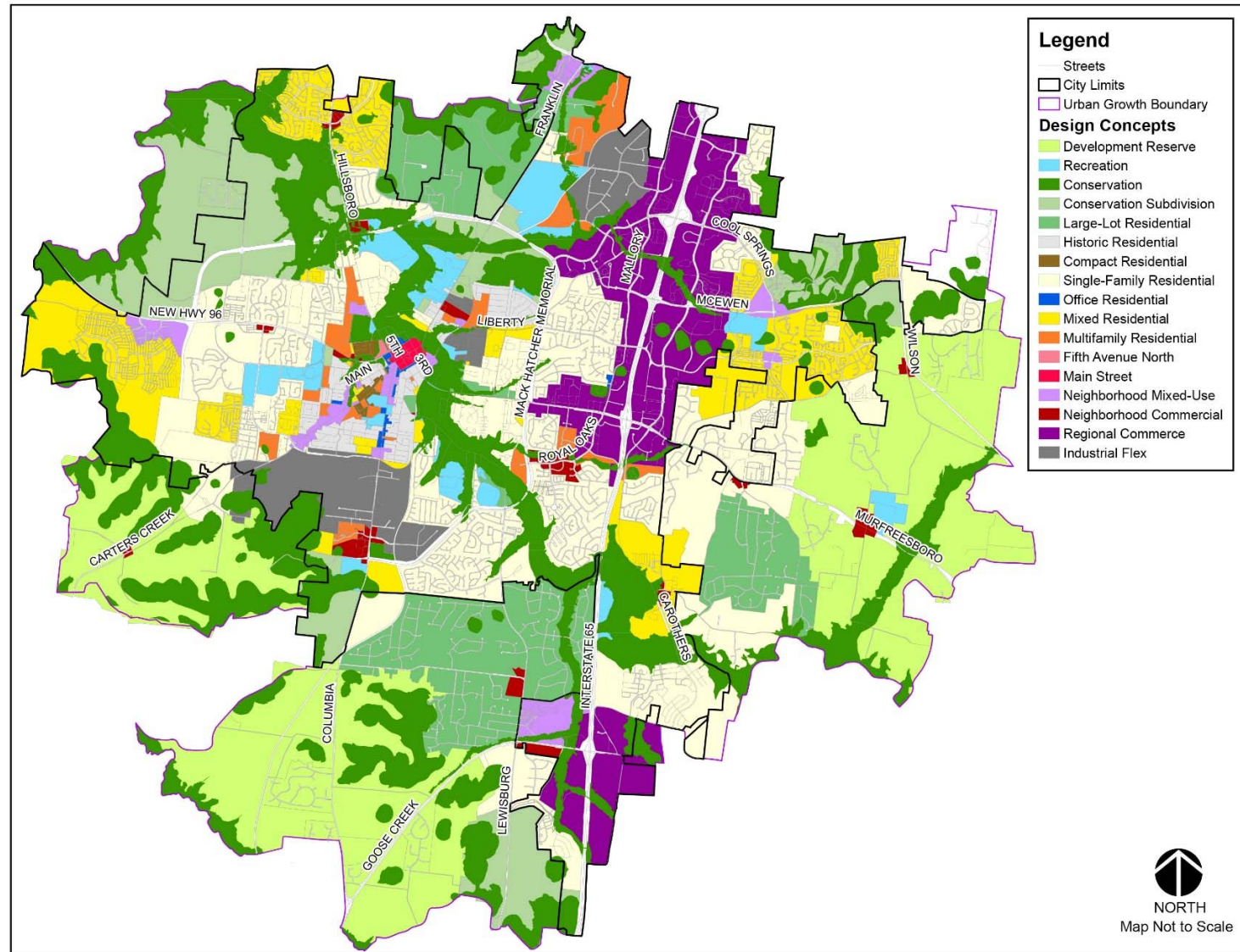
PRESERVING THE PAST, PLANNING THE FUTURE

ADOPTED JANUARY 26, 2017



ESTABLISHES THE VISION

DESIGN CONCEPTS



REGIONAL COMMERCE



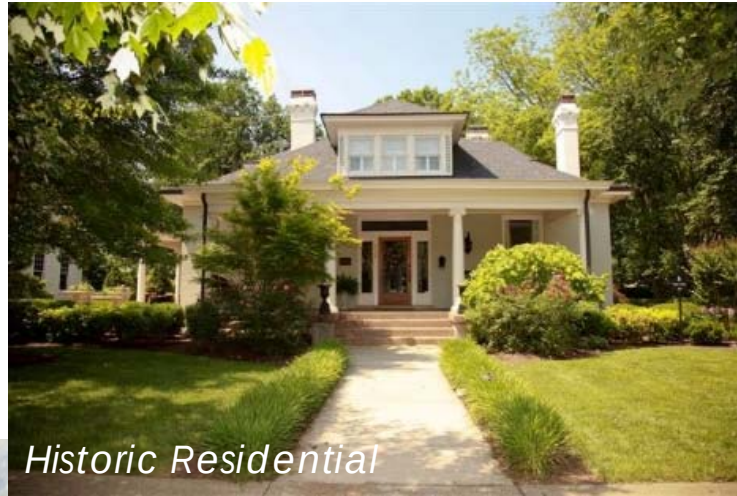
NEIGHBORHOOD COMMERCIAL



RESIDENTIAL DESIGN CONCEPTS



Large-Lot Residential



Historic Residential



Compact Residential



Multifamily Residential



Mixed Residential



Single-Family Residential

DEVELOPMENT RESERVE



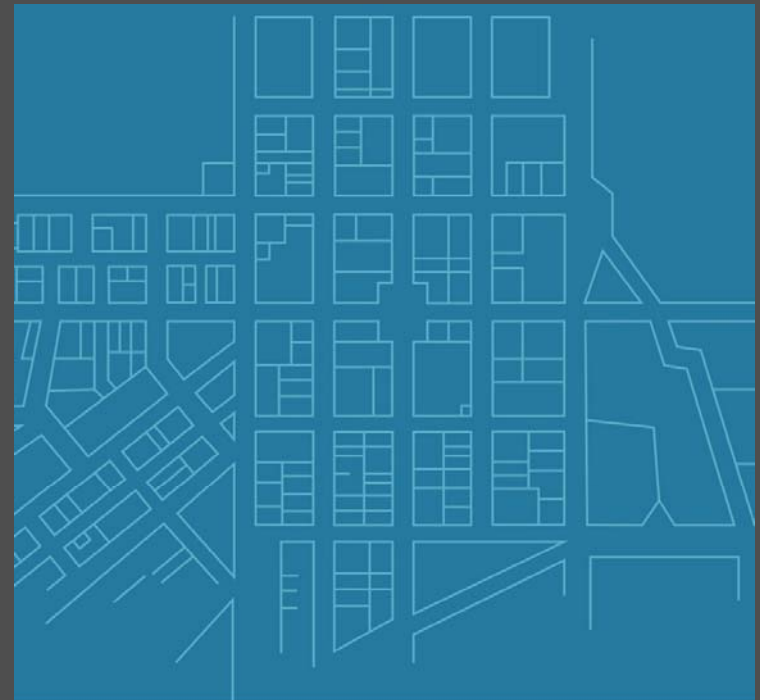
ENVISION



FRANKLIN

PRESERVING THE PAST, PLANNING THE FUTURE

ADOPTED JANUARY 26, 2017

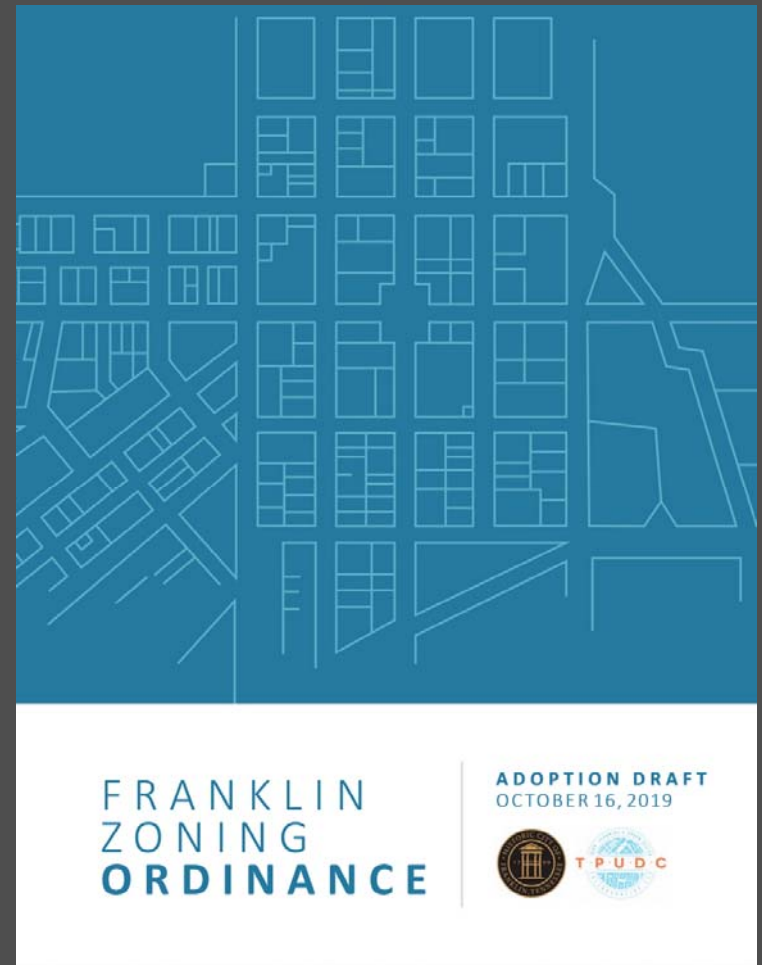


FRANKLIN ZONING ORDINANCE

ADOPTION DRAFT
OCTOBER 16, 2019



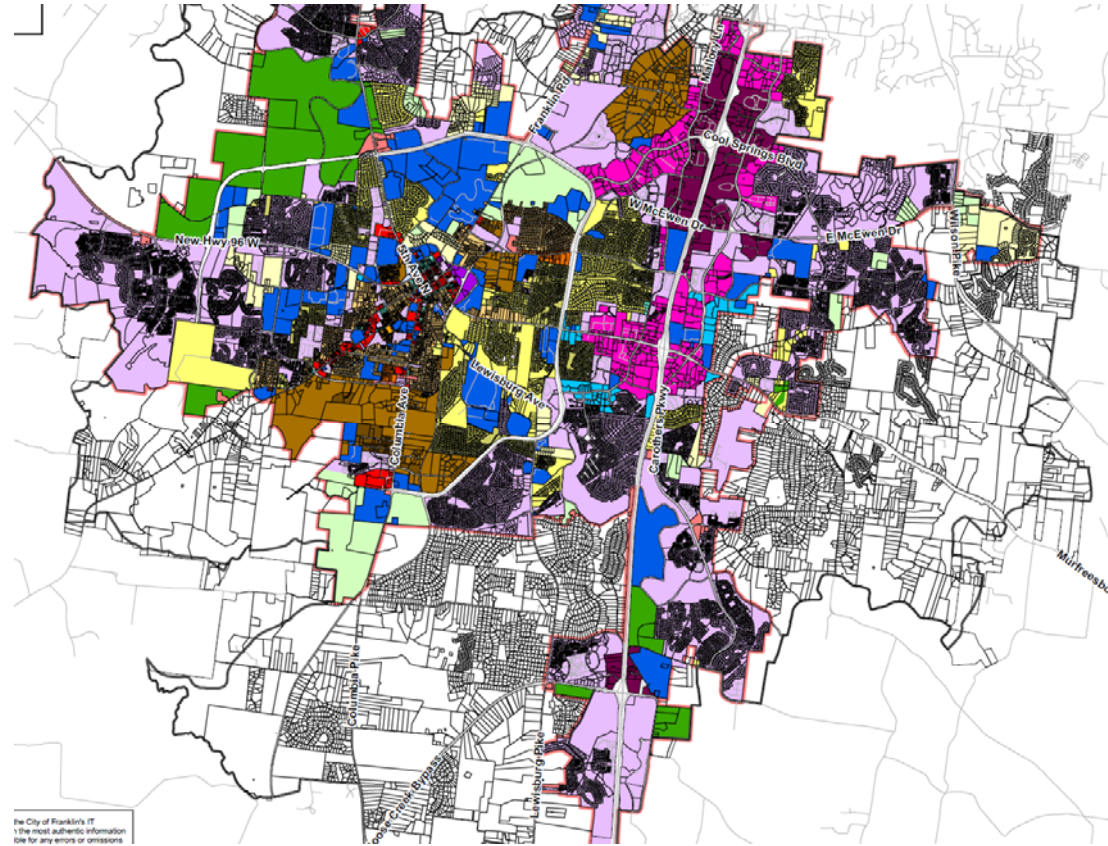
ALLOWS THE
VISION TO BE
IMPLEMENTED



WHY ZONE FRANKLIN?

WHAT IS ZONING?

- The City uses zoning to group land into different areas, or zones, with different rules about what you build or do in each one.
- Zoning doesn't CAUSE anything to be built. It simply guides and limits what and how things can be built in different zones.



- Too much subjectivity in process
- Complicated development review process
- Not user-friendly
- Not enough regulation of building appearance/materials
- Too many PUDs and Modification of Standards
- Lots of nonconformances
- Traffic issues, especially In Cool Springs



PERCEIVED CHALLENGES OF CURRENT ORDINANCE?

- Align more with Envision Franklin
- Emphasize community character
- Organize the document for easier use
- Protects most-loved parts of the city
- Enhances areas that need improvement
- Achieve desired development with zoning districts and development standards for straightforward projects
- Reduce the number of conflicts and overlapping provisions
- Create more predictable outcomes
- Enhances Long-Term economic viability of the City
- Be clear, simple, and understandable



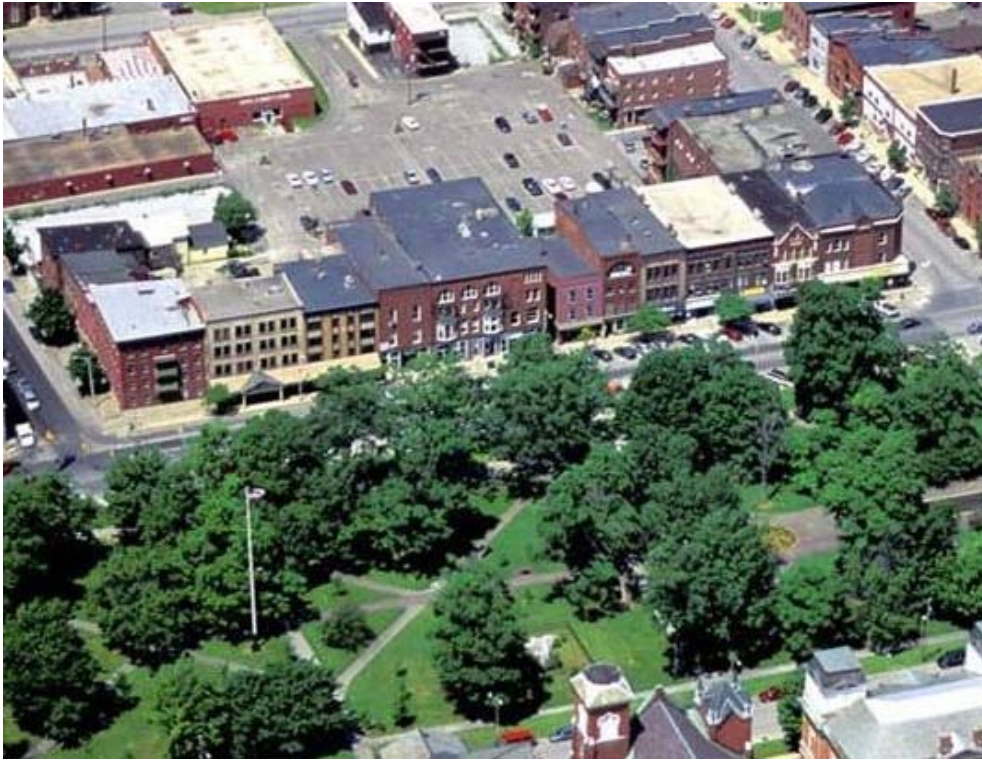
WHAT WILL AN UPDATED ORDINANCE DO?



MIXED RESULTS



MIXED RESULTS



CHERISHED OPEN SPACE



LEFT OVER OPEN SPACE

MIXED RESULTS



MIXED RESULTS



BACK TO THE FUTURE



CHANGING PREFERENCES



CHANGING PREFERENCES



le plus populaire

le meilleur pour PC, users, et le plus abordable en class

PROSPERIT

ans frais de matériel, 4, 2001

ive sur les ordinateurs

ultative les grands titres

classé ou

day to day PC

(1499) ThinkPad 360 notebook/Le Blue notes ThinkPad 360
3,999.00, original 427.60 x 30 mm, 211 pages, écran LCD de couleur, 15.5" (40.1 cm) de diagonale
13997 notes/milles

ThinkPad 360 OPTIONS/OPTIONS pour le ThinkPad 360

(1899) Dock 1 - Portable Docking Station/Dock 1 - Station d'accueil portable
2,299.00, original 138.90 x 10 mm, 38.96 pages, écran LCD de couleur, 15.5" (40.1 cm) de diagonale
18997 notes/milles

(1100) 540MB Hard Drive Upgrade/Disque dur de 540 Mo d'évolution
2,199.00, original 235.14 x 10 mm, 133.34 pages, écran LCD de couleur, 15.5" (40.1 cm) de diagonale
81997 notes/milles

IBM et le logo IBM sont des marques de IBM Corporation. IBM, le logo IBM et le logo IBM sont des marques de IBM Corporation.

CHANGING PREFERENCES



CHANGING PREFERENCES



CHANGING PREFERENCES



CHANGING PREFERENCES



PROTECTING FRANKLIN'S FUTURE ECONOMIC VIABILITY



PROTECTING FRANKLIN'S FUTURE ECONOMIC VIABILITY

INITIAL PUBLIC INPUT



PLANAPALOOZA PUBLIC OUTREACH



FOCUS MEETINGS

What we heard:

- Increase housing options to increase affordability
- Needs mixed use
- Parking standards makes affordability difficult
- Add structured parking
- Increase connectivity
- Streets have sidewalks but are still auto-oriented
- Stormwater requirements between street and parking impedes redevelopment
- Transit between downtown & Cool Springs



MEETING #1: FUTURE OF COOL SPRINGS

What we heard:

- Need more open space of all types
- Should have a 10 min walk max to play area or open space
- Trail system connects all the parks
- Many connections are planned but need to be built
- Need more/better parks signage
- Need safe routes to schools



MEETING #2: OPEN SPACES & NATURAL RESOURCES

What we heard:

- Comfortable & safe character
- Sidewalks
- Nice details
- Reminiscent of downtown
- Bistro lights shouldn't be used too much



MEETING #3: ARCHITECTURE AND DESIGN

What we heard:

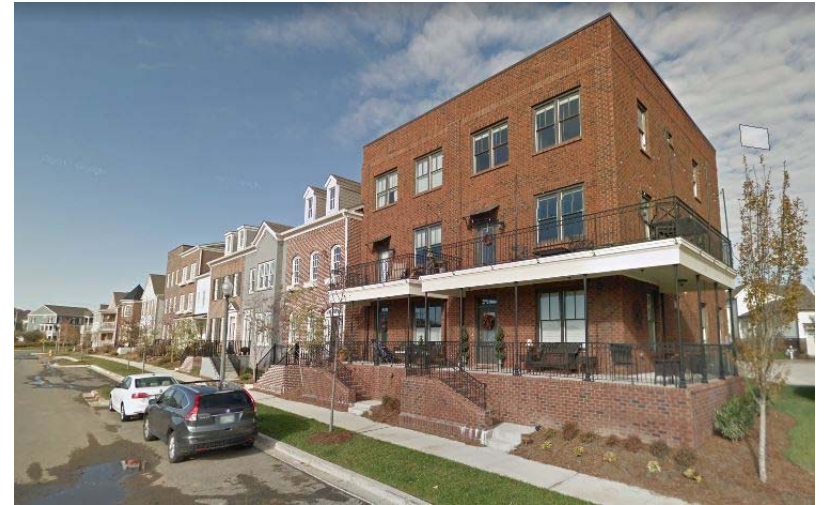
- Connectivity benefits health
- Need a safer connection between downtown and the Factory
- Sidewalks need to be accessible
- Need more sidewalks along West Main
- Lewisburg Pike needs better facilities
- Increase options for moving around the City using multiple modes
- Feature the Harpeth River
- Vehicles should not be the main priority



MEETING #4: CONNECTIVITY

What we heard:

- Concerns about companies buying homes and turning into rental properties
- Incentives for a density bonus to create affordable housing?
- Need to adhere to standards.
- Affordable housing needs to stay affordable
- Independent living



MEETING #5: HOUSING & NEIGHBORHOODS

What we heard:

- Too much through-traffic
- Not enough convenient parking
- Residential area should not allow additional uses
- Airbnb's should be owner-occupied
- Would like to have a grocery store and/or pharmacy in walking distance



MEETING #6: DOWNTOWN FRANKLIN



HANDS ON WORKSHOP



They liked:

- Activated pedestrian environments
- Outdoor dining & seating
- Activated shopfronts & vibrant



WORKSHOP RESULTS: COMMON THREADS



They liked:

- Masonry
- Natural materials
- Punched window openings



WORKSHOP RESULTS: COMMON THREADS



They didn't like:

- Auto-oriented development
- Parking in front of buildings



WORKSHOP RESULTS: COMMON THREADS



They didn't like:

- Large spans of glass
- Reflective materials



WORKSHOP RESULTS: COMMON THREADS



They didn't like:

- Conventional suburban apartments



WORKSHOP RESULTS: COMMON THREADS

They liked:

- Building articulation
- Vertical proportions
- Contemporary industrial design



WORKSHOP RESULTS: COMMON THREADS



They liked:

- Traditional Architecture & materials



WORKSHOP RESULTS: COMMON THREADS



They didn't like:

- Garage-dominated residential

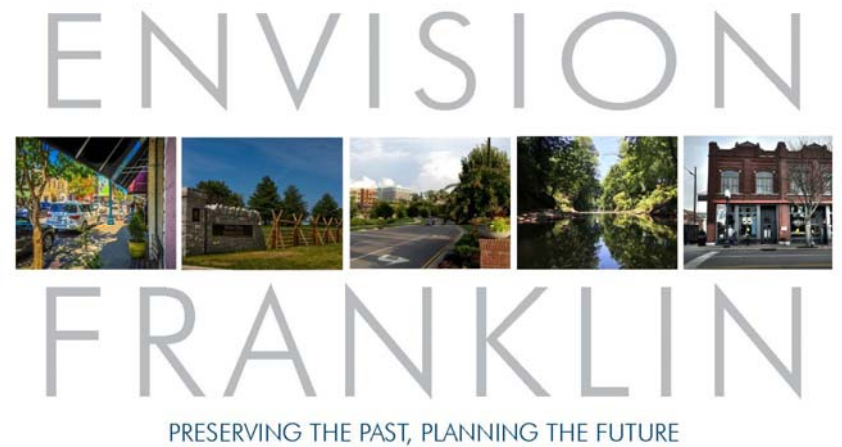


WORKSHOP RESULTS: COMMON THREADS

THE ORDINANCE UPDATE

TOP CHANGES

1. Align the zoning district standards with Envision Franklin recommendations
2. Reduce the number of overlay districts, but add a scenic corridor overlay district
3. Refine the building and site design standards
4. Make improvements to the usability of the Ordinance



ADOPTED JANUARY 26, 2017



OLD

1. GENERAL PROVISIONS
2. DEVELOPMENT APPROVAL AUTHORITY AND PROCEDURES
3. ZONE DISTRICTS, USE TABLES, & DIMENSIONAL STANDARDS
4. USE REGULATIONS
- 5. DEVELOPMENT STANDARDS**
6. PERFORMANCE AGREEMENTS
7. ENFORCEMENT
8. RULES OF CONSTRUCTION & DEFINITIONS

NEW

1. Introductory Provisions
2. Nonconformities
3. Zoning Districts
4. Overlay Zoning Districts
5. Use Regulations
- 6. Building Types**
- 7. Frontage Types**
- 8. Transitional Features**
- 9. Streets and Circulation**
- 10. Parking and Transit**
- 11. Open Space**
- 12. Landscape**
- 13. Fences, Walls, and Screening**
- 14. Lighting**
- 15. Signs**
- 16. Utilities**
- 17. Natural Resources**
- 18. Historic Resources**
19. Review Bodies
20. Procedures
21. Performance Agreements
22. Enforcement
23. Definitions and Interpretations
24. History Table



FRAMEWORK CHANGES: CHAPTERS

OLD

- Historic Preservation
- Neighborhood Conservation
- Floodway
- Floodway Fringe
- Hillside/Hillcrest
- Columbia Avenue
- Height Overlay
- Scientific Research
- Berrys Chapel (8 Special Areas)
- Carnton (4 Special Areas)
- Central Franklin (10 Special Areas)
- Goose Creek (9 Special Areas)
- McEwen (10 Special Areas)
- McLemore (2 Special Areas)
- Seward Hall (7 Special Areas)
- Southall (6 Special Areas)
- West Harpeth (3 Special Areas)
- Traditional Areas or Conventional Areas

NEW

- Historic Preservation
- Neighborhood Conservation
- Floodway
- Floodway Fringe
- Hillside/Hillcrest
- Columbia Avenue
- Central Franklin (reduce)
- **Scenic Corridors (new)**



FRAMEWORK CHANGES: OVERLAY DISTRICTS

		TABLE 3-2: PERMITTED USES										
		Use Types "P" = Permitted		Base Zoning								
		AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10		
(2) ER—Est The p the "E"	(a)	AGRICULTURAL USES										
	(b)	Agricultural Uses	P	P	P	P	P	P	P	P	P	
	RESIDENTIAL USES											
	(c)	Attached Dwellings						P	P	P	P	
		Detached Dwellings	P	P	P	P	P	P	P			
(3) R-1—De The p as the		Group Homes						P	P			
	CIVIC AND INSTITUTIONAL USES											
	(a)	Active Park Facilities							P	P		
	(b)	Assisted Living Facility						P	P			
	(c)	Cemeteries										
(4) R-2—De The p as the		Charitable, Fraternal, or Social Organizations							P			
		Clinics							P			
		Correctional Facilities										
	(a)	Day Care Centers							P			
	(b)	Educational Facilities							P			
	(c)	Essential Services	P	P	P	P	P	P	P	P	P	
		Hospitals										
(5) R-3—De The p as the		Nursing/Convalescent Home							P	P		
		Passive Parks and Open Space	P	P	P	P	P	P	P	P	P	
	(a)	Public Buildings or Uses								P		
	(b)											
	(c)	Rehabilitation Centers							P			
	(d)	Place of Public Assembly							P			
(6) R-6—De The p as the	OFFICE USES											
		Offices								P		
	COMMERCIAL USES											
	(a)	Adult-Oriented Establishments										
	(b)											
	(c)	Automotive Body Shops										
	(d)											

TABLE 3-6: SITE DEVELOPMENT STANDARDS				
Standard		AG	ER	
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [6] [10]	50	35	
	Rear Yard Setback (feet) [5]	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	
	Minimum Lot Width (feet) [4]	200	150	
	Minimum Lot Frontage (feet) [11]	160	120	
	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
Residential Detached (Alley Loaded)	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [5]	50	35	
	Rear Yard Setback (feet) [5]	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	
	Minimum Lot Width (feet) [4]	200	150	
	Minimum Lot Frontage (feet) [11]	160	120	
	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [5]	50	35	
Residential Attached	Rear Yard/Alley Setback (feet)	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	
	Minimum Lot Width (feet) [4]	200	150	
	Minimum Lot Frontage (feet) [11]	160	120	
	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [5]	50	35	
	Rear Yard/Alley Setback (feet)	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	

TABLE 3-6: SITE DEVELOPMENT STANDARDS			
Standard		AG	ER
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [6] [10]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
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	Side Yard Setback (feet) [5]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
Residential Attached	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000

TABLE 3-7: SITE DEVELOPMENT STANDARDS			
Standard		AG	ER
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [6] [10]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
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Residential Detached (Alley Loaded)	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
Residential Attached	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000

3.3.4 Site Development Standards for Traditional Areas

- (1) Table 3-8 establishes the site development standards, by building type, for development within traditional areas established pursuant to Section 5.1, Traditional and Conventional Area Standards Distinguished, and for development within the R-6, OR, and CC Districts.
- (2) All applicable development shall comply with the standards established within this subsection unless otherwise expressly stated, or unless a different standard is required by an applicable overlay district.

TABLE 3-8 SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS [1], [2], [3], [6]					
Standard	Residential Detached (Street Loaded)	Residential Detached (Alley Loaded)	Residential Attached	Mixed-Use	Nonresidential
Front Yard and Side Street Setback [4] [5] [6] [7]	10-30 feet	10-30 feet	0 or 5-25 feet	0-15 feet	0-20 feet
Side Yard Setback [8] [12]	5 feet	5 feet	[9] [13]	0-5 feet	0 feet
Rear Yard Setback [8]	5 feet	5 feet	5 feet	0 feet	0 feet
Main Body/Primary Facade Width (Maximum) [10]	50 feet	50 feet			
Minimum Lot Size [6]	4,000 square feet	2,100 square feet			
Minimum Lot Width [5] [6] [11]	40-85 feet	30-70 feet			
Minimum Lot Frontage [5] [14]	40 feet	30 feet			

NOTES:

[1] For lots in recorded subdivisions or approved PUDs, the setbacks and lot sizes, maximum densities, and primary facade widths shown in this table shall not apply, and the requirements shown on the final plat, the approved PUD, or conditions on existing lots shall govern.

[2] Numbers shown as a range indicate a minimum and maximum (Example: 10-30). Shaded cells indicate that no requirement exists.

[3] Unified developments may establish interior lot lines as necessary, provided that the bulk requirements of the outer boundaries of the development shall be retained as specified in this table.

[4] For mixed-use and single-use nonresidential building types developed according to the traditional standards, the front building setback shall be measured from the back edge of the sidewalk, not the right-of-way line.

[5] Larger or smaller setbacks, lot widths, lot frontages and lot sizes, beyond the range presented in this table, are permitted in cases where topographical or natural constraints exist, or where a particular design approach warrants a different setback, subject to Subsection 2.4.2, Planned Unit Developments.

[6] The minimum setback, minimum lot width, and minimum lot size shall be in accordance with Subsection 5.3.4 Transitional Features.

[7] The minimum setback from Mack Hatcher Parkway shall be 80 feet, and the minimum setback from Interstate 65 shall be 100 feet.

[8] Where an immediately adjacent existing building is set back less than the minimum required side or rear yard, the minimum side or rear yard requirement shall instead be the same as the immediately adjacent developed building, but not less than five feet. Buildings shall maintain a minimum spacing of ten feet.

[9] Minimum of zero feet each side, minimum ten feet between buildings.

[10] Side or rear wings designed in accordance with Subsection 5.3.9 are exempt from the maximum width.

[11] Corner lots may be up to 15 feet wider to accommodate porches or other architectural feature facing the street, and the maximum lot size shall not apply.

[12] Appurtenances are permitted to encroach into a required front or rear yard setback up to six feet and within side yards up to five feet from the property line provided a minimum of ten feet between buildings is maintained.

[13] Internal side setbacks shall be determined by the City of Franklin Building Code and the City of Franklin Fire Code.

[14] The minimum lot frontage width shall be required to be maintained to the front yard setback line, at which point the minimum lot width shall apply. However, the minimum lot frontage requirement shall not apply to lots located on the turning radius of a cul-de-sac.

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residential

apter 5:
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ant buffer will be
another method of
Such alternatives
nt Plan approval

3.6 R3—Residential 3 District

3.6.1 Purpose

The R3 district is intended to provide for single-family residential with lot sizes of at least 9,000 square feet, designed with walkable, well-connected street systems, and designed around natural features as accessible community amenities.

3.6.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.6.3 Building Types

The following principal building type is permitted:

- A. House

3.6.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.6.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	9,000 square feet
Lot Width	65 feet
Front Lot Line	52 feet, but may be reduced to 30 feet when on a turning radius of a cul-de-sac

Number of Buildings	Maximum
Principal Building	1 per lot
Accessory Structure	1 per lot
Minor Accessory Structure	1 per lot

Principal Building Setbacks	Minimum
Front Yard	20 feet
Side Yard	10 feet
Rear Yard	30 feet

Rear Yard Abutting Alley	See building type for attached garage setbacks
--------------------------	--

Encroachments
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet
Steps may encroach into any required yard

Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building At least 5 feet from any lot line

Building Height	Maximum
Principal Building	2 ½ stories 2 stories, but shall not exceed the height of the principal building
Accessory Structure	

Landscape	Minimum
Landscape Surface Area	40%

Alternate Standards
For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.6.6 Additional Standards

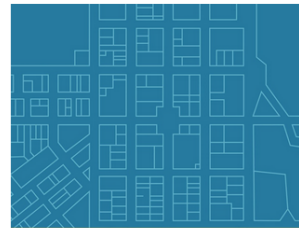
Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

ZONE FRANKLIN

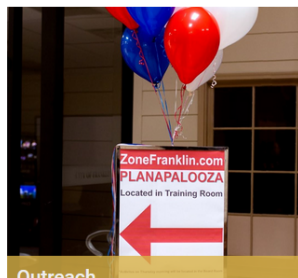
Zone Franklin is a Zoning Ordinance Update for the City of Franklin. The Public Draft of the Ordinance was completed in May 2019, and is available here for public review. You are invited to join the discussion about the City's Draft Zoning Ordinance and how it relates to your goals for the future. This site will provide information about the process and tools to provide input throughout the project.



About The Project



Adoption Draft Zoning Ordinance



Outreach

REGISTER FOR UPDATES

Draft Zoning Ordinance & Map Links

[Adoption Draft of the Zoning Ordinance](#)

[Adoption Draft Overlay District Map](#)

[Adoption Draft Zoning District Map](#)

Key Dates

Franklin Municipal Planning Commission Meeting/Public Hearing

Oct 24 2019

Board of Mayor and Alderman 1st Reading/Public Hearing

Nov 12 2019

Board of Mayor and Alderman 2nd Reading/Public Hearing

Nov 26 2019

Board of Mayor and Alderman 3rd and Final Reading

Dec 10 2019

8 PLANAPALOOZA™ MEETINGS

336 UNIQUE PARTICIPANTS



2

Rounds of
BOMA/FMPC
Interviews

1

Departmental
Review Team
Input Session

1

Design Professionals/
Developers Input
Session

15 THINK TANK MEETINGS
15 TOTAL PARTICIPANTS

**PUBLIC
DRAFT
OPEN
HOUSE**

AUGUST 15TH

81

Participants

**6 OUTREACH
PRESENTATIONS**

1 Downtown
Neighborhood
Association

July 14th

2 Franklin
Tomorrow
Breakfast with
the Mayors

July 30th

3 Design
Professionals /
Developers
Meeting

August 7th

4 Williamson County
Association of
Realtors

August 15th

5 Historic Zoning
Commission Design
Review Committee

August 19th

6 Sustainability
Commission

September 6th

**2 DAYS OF DROP-IN
OFFICE HOURS**

AUGUST 16TH AND SEPTEMBER 20TH

40

CITIZENS



7

Joint BOMA/
FMPC workshop
discussions

24,361



property
owner
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mailed

625
ATTENDEES

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Signs posted
around the city

420

Internal staff meetings
over two years



130
ACTIVATED
PARTICIPANTS

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138
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8 e-blast notifications to
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PEOPLE EACH TIME



5,315

Views on the
Interactive Zoning Maps



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OF THE DRAFT
ZONING
DISTRICT MAP



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OVERLAY DISTRICT MAP

"Excellent job organizing the new Ordinance and expect Franklin will continue to set the standard here in Middle Tennessee" ...

"The graphics really help"

"We like the architecture requirements"

"Gives more certainty"

VOTE YES!

"Thanks for your work"

"I love how it is organized."

"It simplifies the process"

"I strongly favor the new Ordinance"

"I really like the structure"

"We can tell a lot of thought and effort went into the Ordinance"

ZONE FRANKLIN!

"It's so much easier to use"

PUBLIC INPUT

PUBLIC INPUT—MULTIFAMILY IN RC DISTRICTS

- The new RC6 and RC12 districts allow by-right multifamily up to 40 percent of the building square footage in a proposed mixed-use development
- Common developer comment was that 40% maximum was too low
- This proposal is a step toward implementation of Envision Franklin, but BOMA may consider more than 40% through the development plan approval process
- Staff will revisit this provision after the conclusion of the Cool Springs Infrastructure Study



PUBLIC INPUT-DISTRICTS AND OVERLAY DISTRICTS

- Some citizens seeking clarifications about zoning districts – ok after explanation
- Handful of individual concerns about zoning of specific properties, which staff worked through with most situations
- Several concerns about the Scenic Corridor Overlay District on the northwest side of the City, which staff reduced Old Charlotte and Del Rio Pike corridor setbacks



PUBLIC INPUT—SHORT-TERM VACATION RENTALS

- Majority of comments opposed short-term vacation rentals/wanted more regulation, seem supportive of the proposed requirements
- Handful have expressed concern about the future of their existing rental units, but support State law allowances for nonconformities in the draft
- Three citizen concerns about the desire to have the option in the future
- Staff is proposing requirements in all residential districts due to long-term impacts to the housing supply:
 - A maximum of one per lot
 - The owner resides on the property





SCHEDULE FOR ADOPTION

- The new Ordinance is waaaay better than our current one!
- Ordinance doesn't have to be perfect to adopt it
- Can't anticipate every scenario right now
- Test the Ordinance for a year
- Conduct a cleanup after 12 months



A PATH FORWARD

WRAP UP



WORKS FOR THE COMMUNITY



WORKS FOR BUSINESS



WORKS FOR ALL STAGES OF LIFE



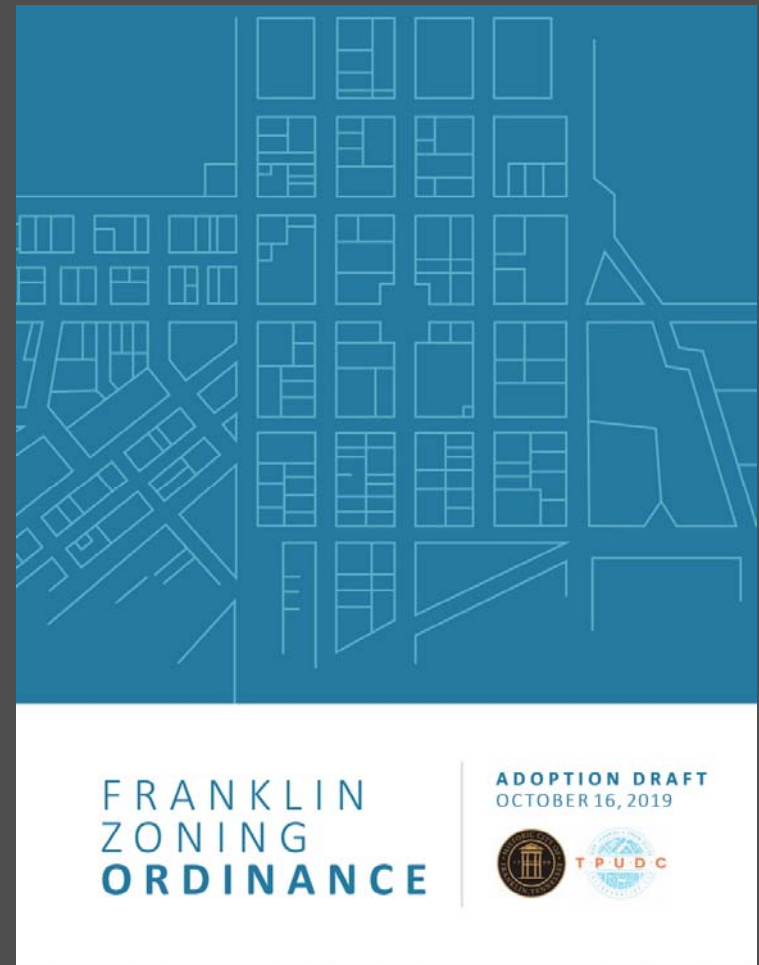
WORKS ECONOMICALLY



WORKS FOR CHARACTER

Ordinance 2019-37

An Ordinance to Adopt a New Zoning Ordinance and Map of the City of Franklin, Tennessee



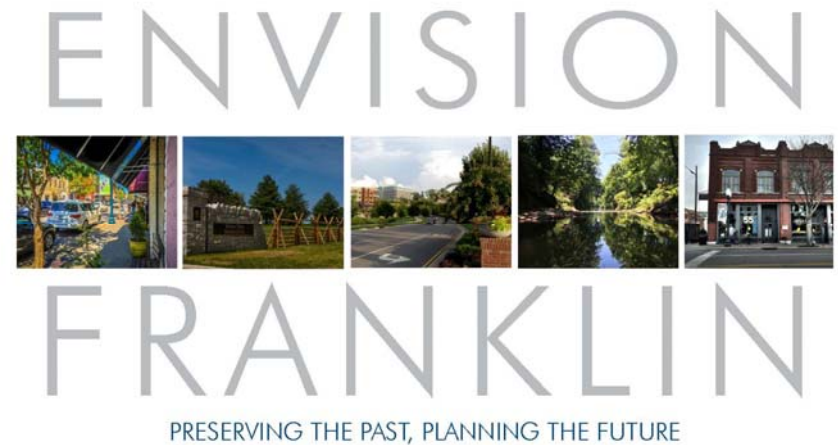
ZONING ORDINANCE UPDATE GOALS

- Align more with Envision Franklin
- Emphasize community character
- Be clear, simple, and understandable
- Organize the document for ease of use
- Reduce the number of conflicts and overlapping provisions



TOP CHANGES

- Align the zoning district standards with Envision Franklin recommendations
- Reduce the number of overlay districts, but add a scenic corridor overlay district
- Refine the building and site design standards
- Make improvements to the usability of the Ordinance



ADOPTED JANUARY 26, 2017



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336 UNIQUE PARTICIPANTS



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**ZONE
FRANKLIN!**

"It's so much easier to use"

PUBLIC INPUT

PUBLIC INPUT—SHORT-TERM VACATION RENTALS

- Proposed requirements for all residential districts:
 - Existing permitted STVRs are grandfathered
 - A maximum of one per lot
 - The owner resides on the property
- Majority of comments seem supportive of the proposed requirements
- Three citizens would like future STVRs without living on the property



PUBLIC INPUT—MULTIFAMILY IN COOL SPRINGS

- The new RC6 and RC12 districts allow by-right multifamily up to 40% of the building square footage in a proposed mixed-use development
- Common developer comment was that 40% maximum was too low
- This proposal is a step toward implementation of Envision Franklin, but higher multifamily mixes would go through the BOMA development plan approval process (like they currently do)
- Staff would like to revisit this provision after the conclusion of the Cool Springs Infrastructure Study



PUBLIC INPUT-SCENIC CORRIDOR OVERLAY DISTRICT

- One of the topics we heard the most was—preserve rural character
- SCO geared toward protecting community character and scenic viewsheds along corridors entering Franklin and downtown Franklin
- Through building setbacks and informal landscaping
- A few concerned about the SCO on the northwest side of the City
- This concept began with the adoption of Westhaven in late 1990s, continuing with the 2004 Land Use Plan...
- These setbacks came from a lot of community input on protecting the places and corridors that matter

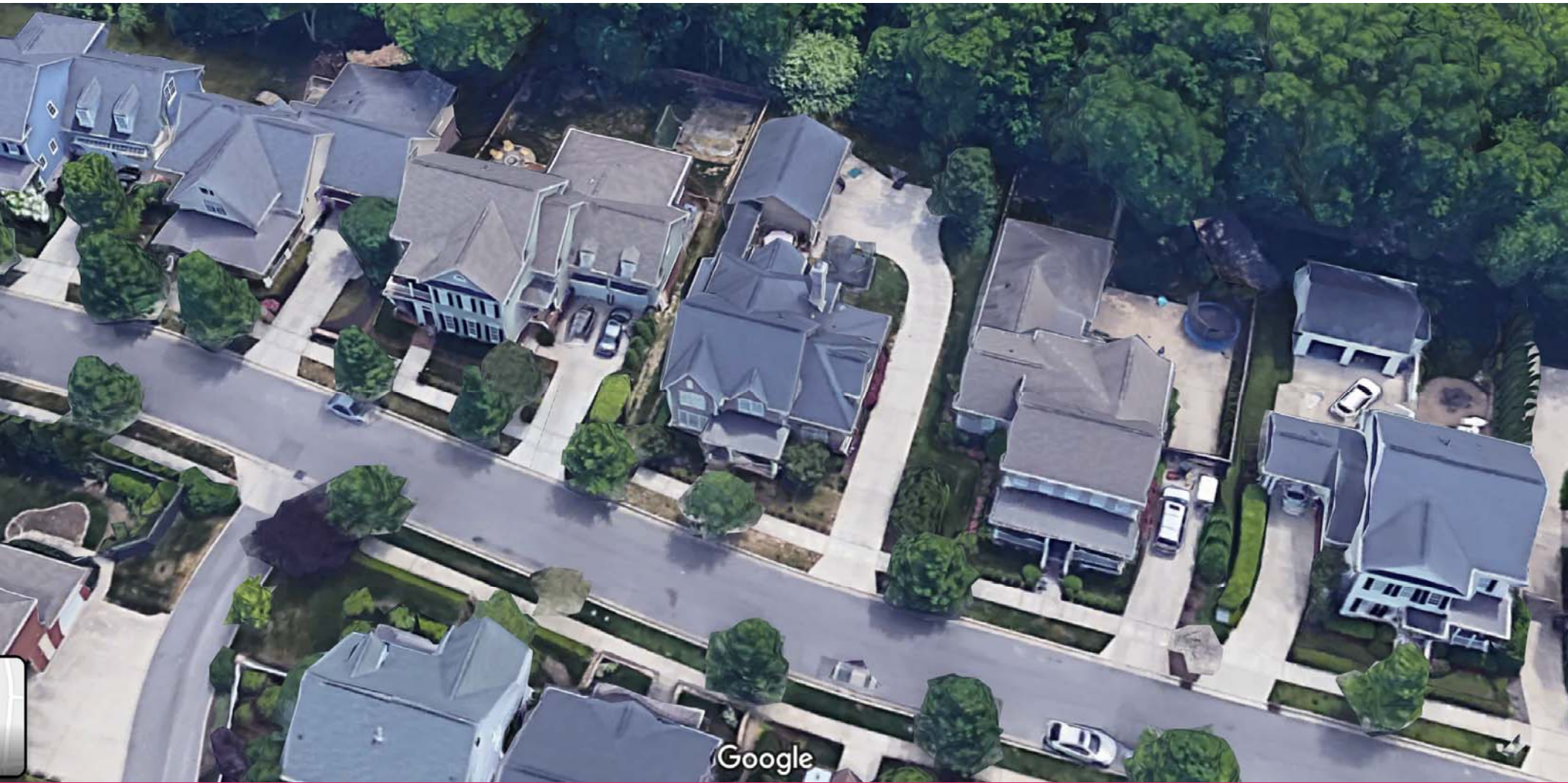


PUBLIC INPUT—GARAGE DOMINATED FACADES

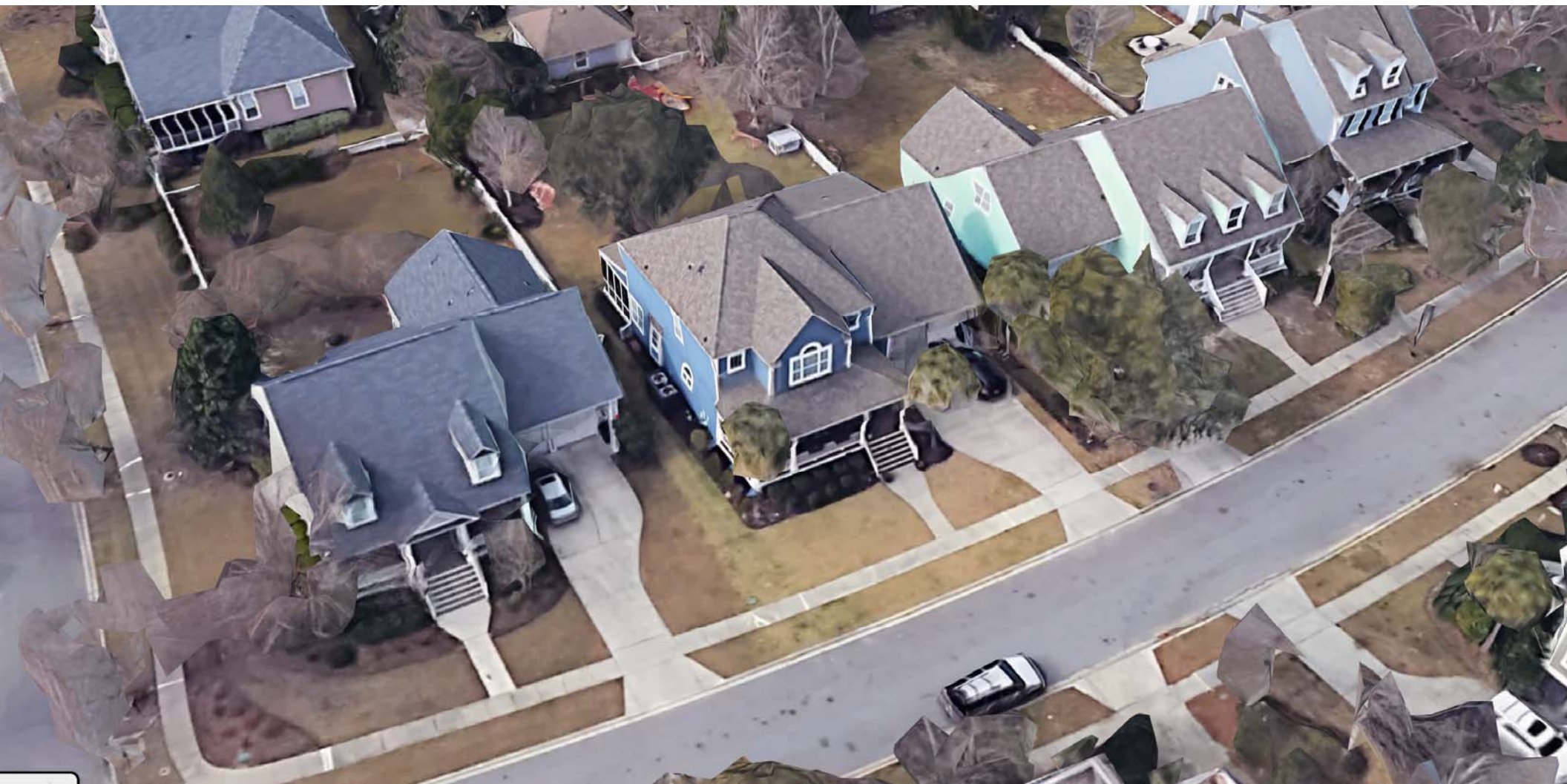


- Proposed is going back to the 20-foot setback (rather than 10 feet)
- Shorter setback impedes use of sidewalk
- The public didn't like garage-dominated residential





20' GARAGE SETBACK



20' GARAGE SETBACK



10' GARAGE SETBACK



20' GARAGE SETBACK



SCHEDULE FOR ADOPTION

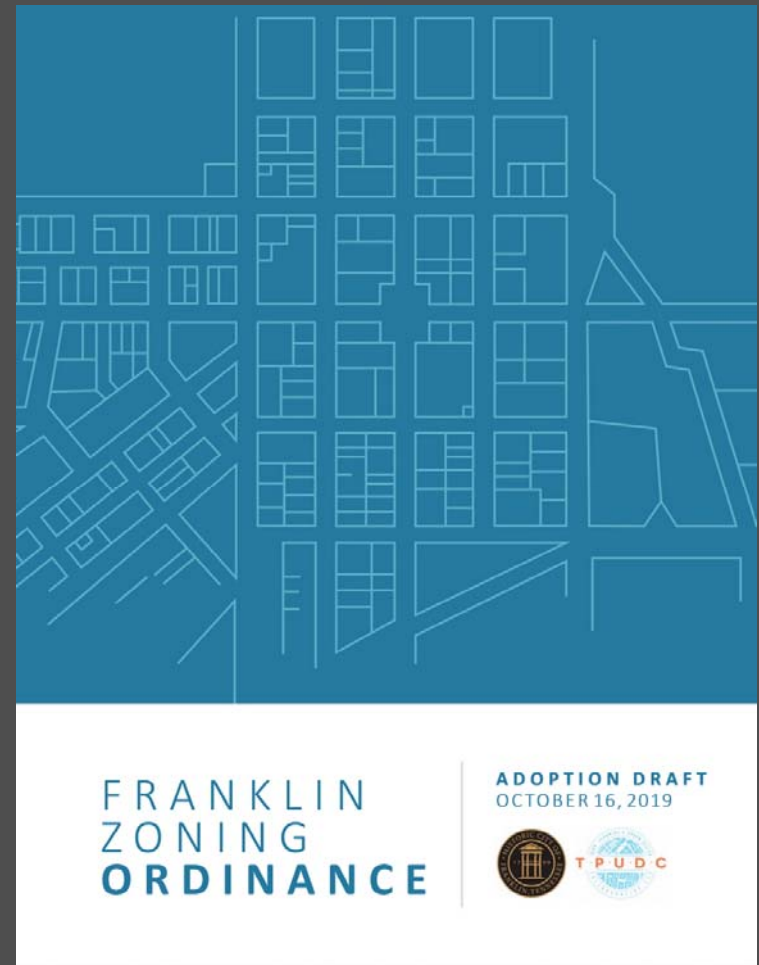
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A PATH FORWARD

Ordinance 2019-37

An Ordinance to Adopt a New Zoning Ordinance and Map of the City of Franklin, Tennessee



PROJECT INTRODUCTIONS



Emily Hunter
The Fearless Leader



Kelly Dannenfelser
The Mastermind



Andrew Orr
The Zoning Mapper/
Zen Master of Citizen
Comments



Amy Diaz-Barriga
Think Tank Team Leader
Idea Sniper/Realist



Annette Dalrymple
Technical Guru
Tree Saver 1



Jason Arnold
Tree Saver 2



Paula Kortas
The Surety Queen



Dianna Tomlin
The New Gal



Joey Bryan
The Fence Master

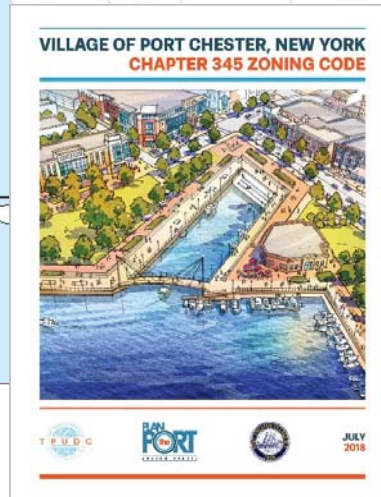
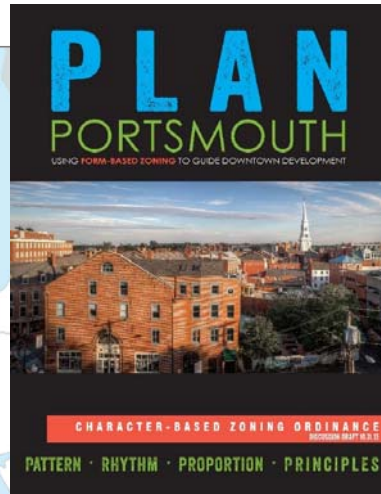
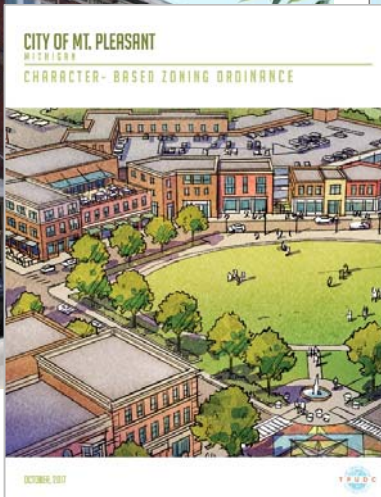
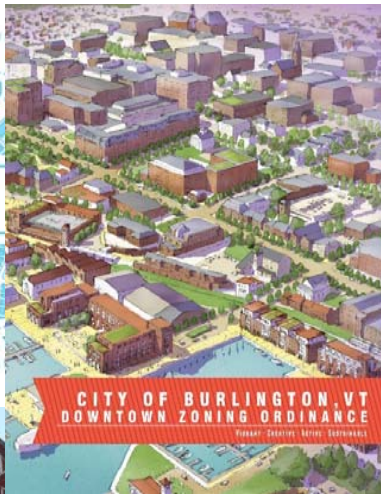


Amanda Rose
The Downtown Guardian



Eric Conner
The New Guy

PLANNING STAFF



WHERE WE WORK

ENVISION



FRANKLIN

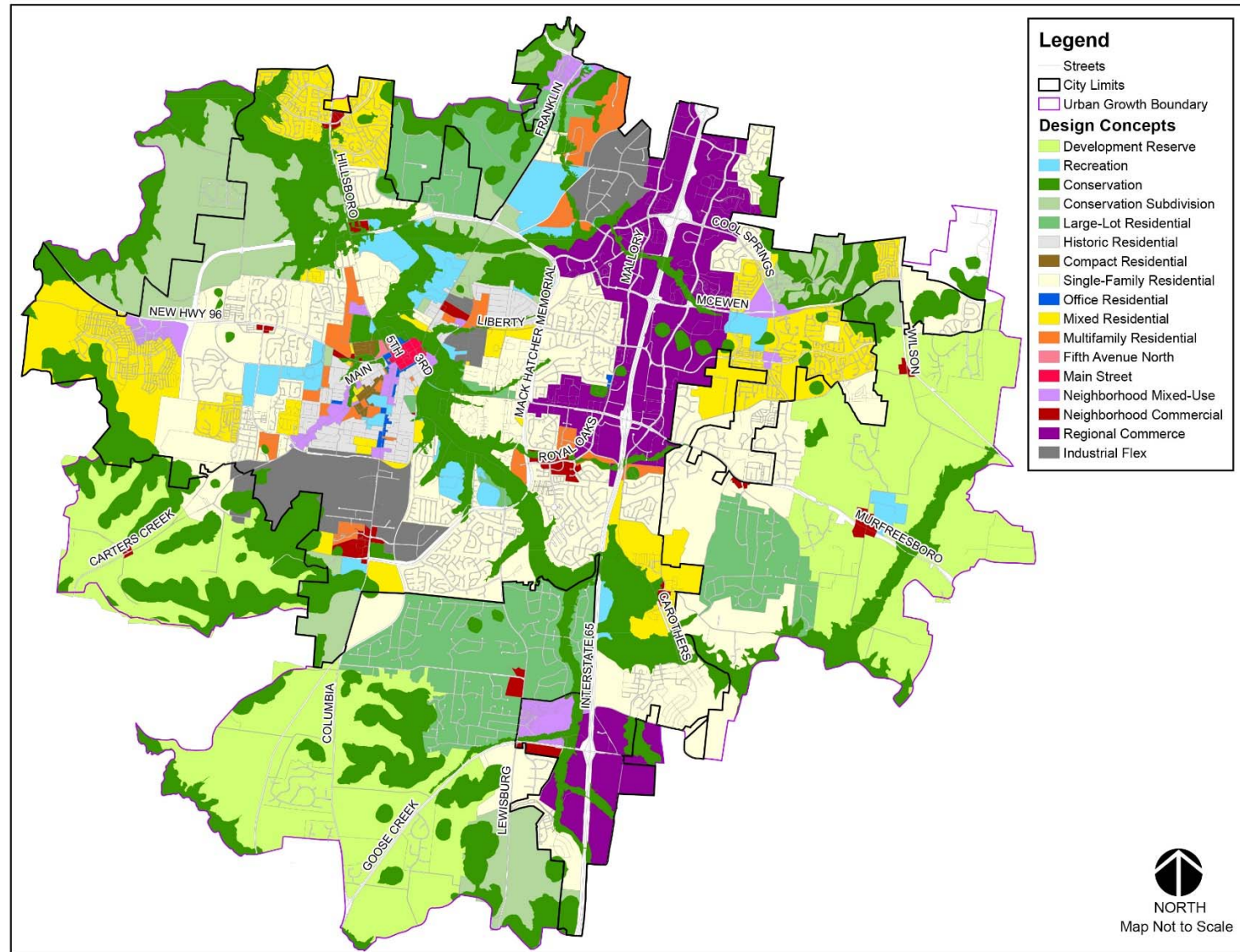
PRESERVING THE PAST, PLANNING THE FUTURE

ADOPTED JANUARY 26, 2017



ESTABLISHES THE VISION

DESIGN CONCEPTS



REGIONAL COMMERCE



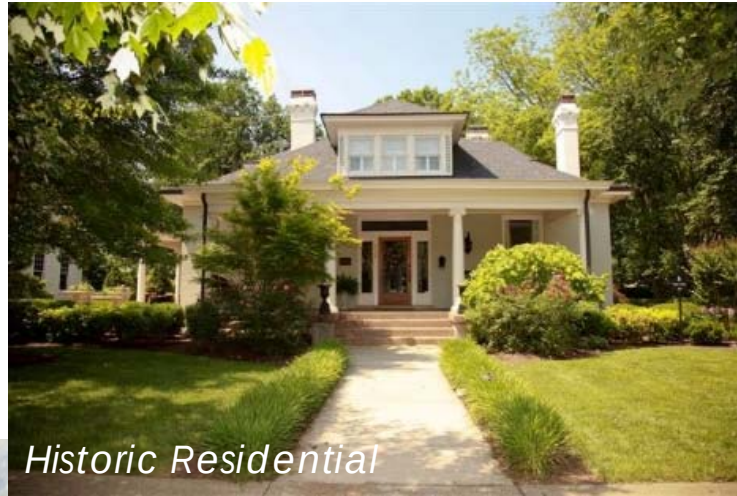
NEIGHBORHOOD COMMERCIAL



RESIDENTIAL DESIGN CONCEPTS



Large-Lot Residential



Historic Residential



Compact Residential



Multifamily Residential



Mixed Residential



Single-Family Residential

DEVELOPMENT RESERVE



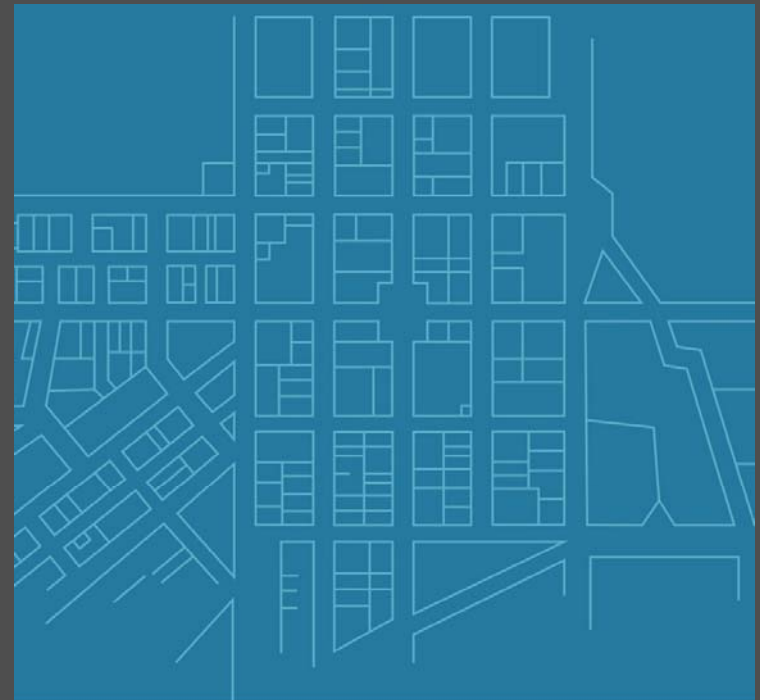
ENVISION



FRANKLIN

PRESERVING THE PAST, PLANNING THE FUTURE

ADOPTED JANUARY 26, 2017

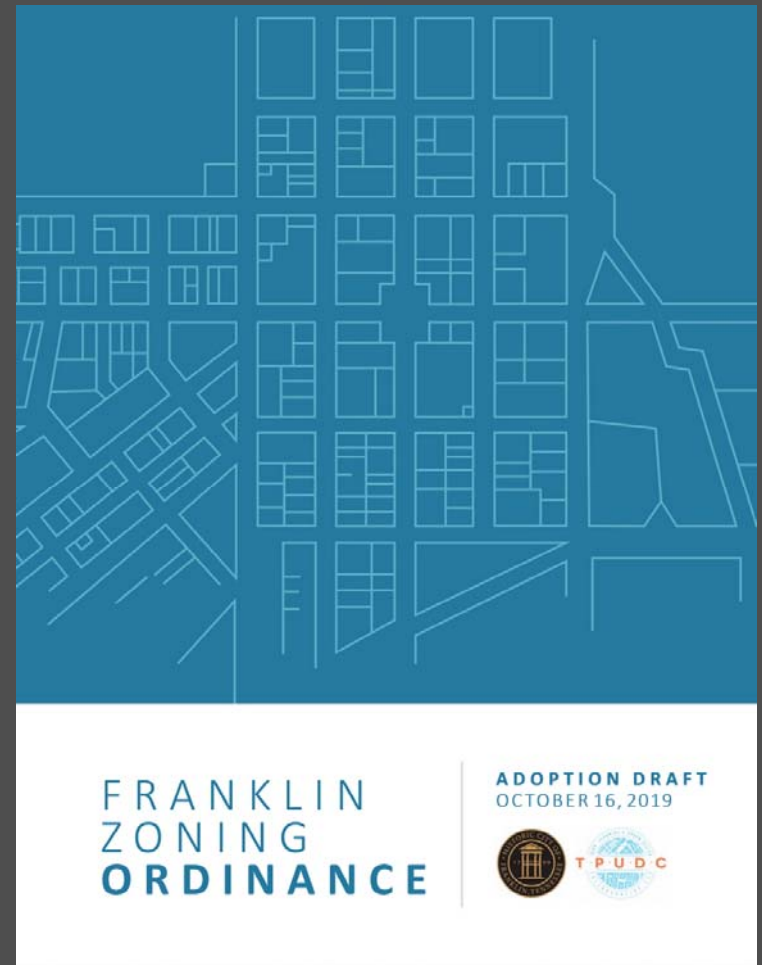


FRANKLIN ZONING ORDINANCE

ADOPTION DRAFT
OCTOBER 16, 2019



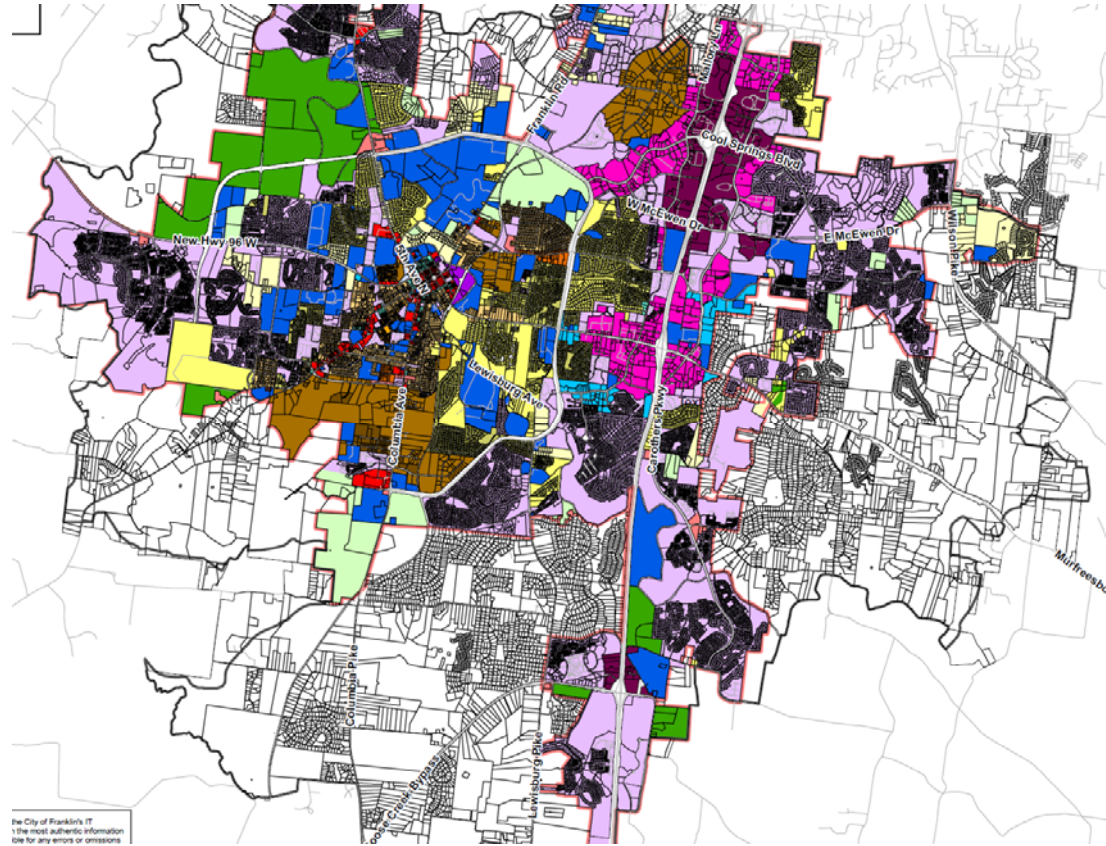
ALLOWS THE
VISION TO BE
IMPLEMENTED



WHY ZONE FRANKLIN?

WHAT IS ZONING?

- The City uses zoning to group land into different areas, or zones, with different rules about what you build or do in each one.
- Zoning doesn't CAUSE anything to be built. It simply guides and limits what and how things can be built in different zones.



- Too much subjectivity in process
- Complicated development review process
- Not user-friendly
- Not enough regulation of building appearance/materials
- Too many PUDs and Modification of Standards
- Lots of nonconformances
- Traffic issues, especially In Cool Springs



PERCEIVED CHALLENGES OF CURRENT ORDINANCE?

- Align more with Envision Franklin
- Emphasize community character
- Organize the document for easier use
- Protects most-loved parts of the city
- Enhances areas that need improvement
- Achieve desired development with zoning districts and development standards for straightforward projects



WHAT WILL AN UPDATED ORDINANCE DO?

- Reduce the number of conflicts and overlapping provisions
- Create more predictable outcomes
- Enhances Long-Term economic viability of the City
- Be clear, simple, and understandable



WHAT WILL AN UPDATED ORDINANCE DO?



CHANGING PREFERENCES



CHANGING PREFERENCES



CHANGING PREFERENCES



PROTECTING FRANKLIN'S FUTURE ECONOMIC VIABILITY



PROTECTING FRANKLIN'S FUTURE ECONOMIC VIABILITY

THE ORDINANCE UPDATE

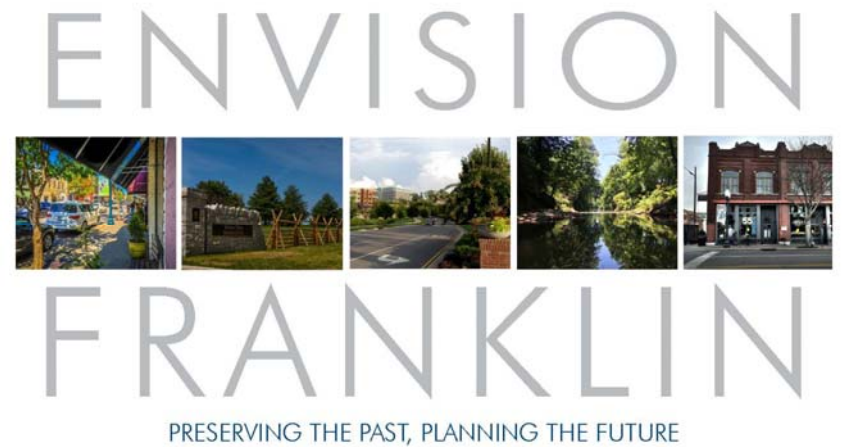
ZONING ORDINANCE UPDATE GOALS

- Align more with Envision Franklin
- Emphasize community character
- Be clear, simple, and understandable
- Organize the document for ease of use
- Reduce the number of conflicts and overlapping provisions



TOP CHANGES

- Align the zoning district standards with Envision Franklin recommendations
- Reduce the number of overlay districts, but add a scenic corridor overlay district
- Refine the building and site design standards
- Make improvements to the usability of the Ordinance



ADOPTED JANUARY 26, 2017



OLD

1. GENERAL PROVISIONS
2. DEVELOPMENT APPROVAL AUTHORITY AND PROCEDURES
3. ZONE DISTRICTS, USE TABLES, & DIMENSIONAL STANDARDS
4. USE REGULATIONS
- 5. DEVELOPMENT STANDARDS**
6. PERFORMANCE AGREEMENTS
7. ENFORCEMENT
8. RULES OF CONSTRUCTION & DEFINITIONS

NEW

1. Introductory Provisions
2. Nonconformities
3. Zoning Districts
4. Overlay Zoning Districts
5. Use Regulations
- 6. Building Types**
- 7. Frontage Types**
- 8. Transitional Features**
- 9. Streets and Circulation**
- 10. Parking and Transit**
- 11. Open Space**
- 12. Landscape**
- 13. Fences, Walls, and Screening**
- 14. Lighting**
- 15. Signs**
- 16. Utilities**
- 17. Natural Resources**
- 18. Historic Resources**
19. Review Bodies
20. Procedures
21. Performance Agreements
22. Enforcement
23. Definitions and Interpretations
24. History Table



FRAMEWORK CHANGES: CHAPTERS

OLD

- Historic Preservation
- Neighborhood Conservation
- Floodway
- Floodway Fringe
- Hillside/Hillcrest
- Columbia Avenue
- Height Overlay
- Scientific Research
- Berrys Chapel (8 Special Areas)
- Carnton (4 Special Areas)
- Central Franklin (10 Special Areas)
- Goose Creek (9 Special Areas)
- McEwen (10 Special Areas)
- McLemore (2 Special Areas)
- Seward Hall (7 Special Areas)
- Southall (6 Special Areas)
- West Harpeth (3 Special Areas)
- Traditional Areas or Conventional Areas

NEW

- Historic Preservation
- Neighborhood Conservation
- Floodway
- Floodway Fringe
- Hillside/Hillcrest
- Columbia Avenue
- Central Franklin (reduced in geographic area)
- **Scenic Corridors (new)**



FRAMEWORK CHANGES: OVERLAY DISTRICTS

		TABLE 3-2: PERMITTED USES										
		Use Types "P" = Permitted		Base Zoning								
		AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10		
(2) ER—Est The p the "E"	(a)	AGRICULTURAL USES										
	(b)	Agricultural Uses	P	P	P	P	P	P	P	P	P	
	RESIDENTIAL USES											
	(c)	Attached Dwellings						P	P	P	P	
		Detached Dwellings	P	P	P	P	P	P	P			
(3) R-1—De The p as the		Group Homes						P	P			
	CIVIC AND INSTITUTIONAL USES											
	(a)	Active Park Facilities							P	P		
	(b)	Assisted Living Facility						P	P			
	(c)	Cemeteries										
(4) R-2—De The p as the		Charitable, Fraternal, or Social Organizations							P			
		Clinics							P			
		Correctional Facilities										
	(a)	Day Care Centers							P			
	(b)	Educational Facilities							P			
	(c)	Essential Services	P	P	P	P	P	P	P	P	P	
		Hospitals										
(5) R-3—De The p as the		Nursing/Convalescent Home							P	P		
		Passive Parks and Open Space	P	P	P	P	P	P	P	P	P	
	(a)	Public Buildings or Uses								P		
	(b)											
	(c)	Rehabilitation Centers							P			
	(d)	Place of Public Assembly							P			
(6) R-6—De The p as the	OFFICE USES											
		Offices								P		
	COMMERCIAL USES											
	(a)	Adult-Oriented Establishments										
	(b)											
	(c)	Automotive Body Shops										
	(d)											

TABLE 3-6: SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS				
Standard		AG	ER	
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [6] [10]	50	35	
	Rear Yard Setback (feet) [5]	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	
	Minimum Lot Width (feet) [4]	200	150	
	Minimum Lot Frontage (feet) [11]	160	120	
	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
Residential Detached (Alley Loaded)	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [5]	50	35	
	Rear Yard Setback (feet) [5]	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	
	Minimum Lot Width (feet) [4]	200	150	
	Minimum Lot Frontage (feet) [11]	160	120	
	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [5]	50	35	
Residential Attached	Rear Yard/Alley Setback (feet)	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	
	Minimum Lot Width (feet) [4]	200	150	
	Minimum Lot Frontage (feet) [11]	160	120	
	Front Yard and Side Street Setback (feet) [4]	100	75	
	Local Collector	150	100	
	Arterial/Mack Hatcher	225	150	
	Side Yard Setback (feet) [5]	50	35	
	Rear Yard/Alley Setback (feet)	100	65	
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000	

TABLE 3-6: SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS			
Standard		AG	ER
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [6] [10]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
Residential Detached (Alley Loaded)	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
Residential Attached	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000

TABLE 3-7: SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS			
Standard		AG	ER
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [6] [10]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
Residential Detached (Alley Loaded)	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard Setback (feet) [5]	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
Residential Attached	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000
	Minimum Lot Width (feet) [4]	200	150
	Minimum Lot Frontage (feet) [11]	160	120
	Front Yard and Side Street Setback (feet) [4]	100	75
	Local Collector	150	100
	Arterial/Mack Hatcher	225	150
	Side Yard Setback (feet) [5]	50	35
	Rear Yard/Alley Setback (feet)	100	65
	Minimum Lot Size (square feet) [4]	1 per 15 acres	45,000

3.3.4 Site Development Standards for Traditional Areas

- (1) Table 3-8 establishes the site development standards, by building type, for development within traditional areas established pursuant to Section 5.1, Traditional and Conventional Area Standards Distinguished, and for development within the R-6, OR, and CC Districts.
- (2) All applicable development shall comply with the standards established within this subsection unless otherwise expressly stated, or unless a different standard is required by an applicable overlay district.

TABLE 3-8 SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS [1], [2], [3], [6]					
Standard	Residential Detached (Street Loaded)	Residential Detached (Alley Loaded)	Residential Attached	Mixed-Use	Nonresidential
Front Yard and Side Street Setback [4] [5] [6] [7]	10-30 feet	10-30 feet	0 or 5-25 feet	0-15 feet	0-20 feet
Side Yard Setback [8] [12]	5 feet	5 feet	[9] [13]	0-5 feet	0 feet
Rear Yard Setback [8]	5 feet	5 feet	5 feet	0 feet	0 feet
Main Body/Primary Facade Width (Maximum) [10]	50 feet	50 feet			
Minimum Lot Size [6]	4,000 square feet	2,100 square feet			
Minimum Lot Width [5] [6] [11]	40-85 feet	30-70 feet			
Minimum Lot Frontage [5] [14]	40 feet	30 feet			

NOTES:

[1] For lots in recorded subdivisions or approved PUDs, the setbacks and lot sizes, maximum densities, and primary facade widths shown in this table shall not apply, and the requirements shown on the final plat, the approved PUD, or conditions on existing lots shall govern.

[2] Numbers shown as a range indicate a minimum and maximum (Example: 10-30). Shaded cells indicate that no requirement exists.

[3] Unified developments may establish interior lot lines as necessary, provided that the bulk requirements of the outer boundaries of the development shall be retained as specified in this table.

[4] For mixed-use and single-use nonresidential building types developed according to the traditional standards, the front building setback shall be measured from the back edge of the sidewalk, not the right-of-way line.

[5] Larger or smaller setbacks, lot widths, lot frontages and lot sizes, beyond the range presented in this table, are permitted in cases where topographical or natural constraints exist, or where a particular design approach warrants a different setback, subject to Subsection 2.4.2, Planned Unit Developments.

[6] The minimum setback, minimum lot width, and minimum lot size shall be in accordance with Subsection 5.3.4 Transitional Features.

[7] The minimum setback from Mack Hatcher Parkway shall be 80 feet, and the minimum setback from Interstate 65 shall be 100 feet.

[8] Where an immediately adjacent existing building is set back less than the minimum required side or rear yard, the minimum side or rear yard requirement shall instead be the same as the immediately adjacent developed building, but not less than five feet. Buildings shall maintain a minimum spacing of ten feet.

[9] Minimum of zero feet each side, minimum ten feet between buildings.

[10] Side or rear wings designed in accordance with Subsection 5.3.9 are exempt from the maximum width.

[11] Corner lots may be up to 15 feet wider to accommodate porches or other architectural feature facing the street, and the maximum lot size shall not apply.

[12] Appurtenances are permitted to encroach into a required front or rear yard setback up to six feet and within side yards up to five feet from the property line provided a minimum of ten feet between buildings is maintained.

[13] Internal side setbacks shall be determined by the City of Franklin Building Code and the City of Franklin Fire Code.

[14] The minimum lot frontage width shall be required to be maintained to the front yard setback line, at which point the minimum lot width shall apply. However, the minimum lot frontage requirement shall not apply to lots located on the turning radius of a cul-de-sac.

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apter 5:
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ots may be allowed
ant buffer will be
another method of
Such alternatives
nt Plan approval

3.6 R3—Residential 3 District

3.6.1 Purpose

The R3 district is intended to provide for single-family residential with lot sizes of at least 9,000 square feet, designed with walkable, well-connected street systems, and designed around natural features as accessible community amenities.

3.6.2 Use Regulations

- A. Principal uses shall comply with Section 5.1, Principal Uses.
- B. Accessory uses and structures shall comply with Section 5.2, Accessory Uses and Structures.
- C. Temporary uses and structures shall comply with Section 5.3, Temporary Uses and Structures.

3.6.3 Building Types

The following principal building type is permitted:

- A. House

3.6.4 Frontage Types

The following frontage type is permitted:

- A. Yard Frontage

3.6.5 Dimensional Standards

The following dimensional standards are required:

Lot Standards	Minimum
Lot Size	9,000 square feet
Lot Width	65 feet
Front Lot Line	52 feet, but may be reduced to 30 feet when on a turning radius of a cul-de-sac

Number of Buildings	Maximum
Principal Building	1 per lot
Accessory Structure	1 per lot
Minor Accessory Structure	1 per lot

Principal Building Setbacks	Minimum
Front Yard	20 feet
Side Yard	10 feet
Rear Yard	30 feet

Rear Yard Abutting Alley	See building type for attached garage setbacks
--------------------------	--

Encroachments
Appurtenances may encroach into a front or rear yard setback up to 6 feet and into a side yard setback up to 5 feet
Steps may encroach into any required yard

Accessory Structure Setbacks	
Location	At least 5 feet behind the principal building At least 5 feet from any lot line

Building Height	Maximum
Principal Building	2 ½ stories 2 stories, but shall not exceed the height of the principal building
Accessory Structure	

Landscape	Minimum
Landscape Surface Area	40%

Alternate Standards
For lots in recorded subdivisions, if there are different dimensional standards on the final plat, then those standards on the final plat shall govern

3.6.6 Additional Standards

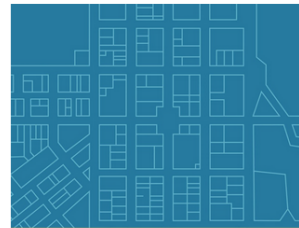
Chapter References	
Building Types	Chapter 6
Frontage Types	Chapter 7
Transitional Features	Chapter 8
Streetscape and Circulation	Chapter 9
Parking and Transit	Chapter 10
Open Space	Chapter 11
Landscape	Chapter 12
Fences, Walls, and Screening	Chapter 13
Lighting	Chapter 14
Signs	Chapter 15
Utilities	Chapter 16
Natural Resources	Chapter 17
Historic Resources	Chapter 18

ZONE FRANKLIN

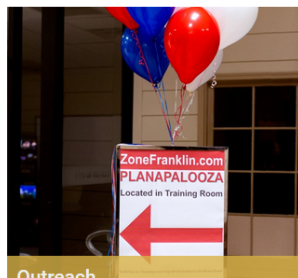
Zone Franklin is a Zoning Ordinance Update for the City of Franklin. The Public Draft of the Ordinance was completed in May 2019, and is available here for public review. You are invited to join the discussion about the City's Draft Zoning Ordinance and how it relates to your goals for the future. This site will provide information about the process and tools to provide input throughout the project.



About The Project



Adoption Draft Zoning Ordinance



Outreach

REGISTER FOR UPDATES

Draft Zoning Ordinance & Map Links

[Adoption Draft of the Zoning Ordinance](#)

[Adoption Draft Overlay District Map](#)

[Adoption Draft Zoning District Map](#)

Key Dates

Franklin Municipal Planning Commission Meeting/Public Hearing

Oct 24 2019

Board of Mayor and Alderman 1st Reading/Public Hearing

Nov 12 2019

Board of Mayor and Alderman 2nd Reading/Public Hearing

Nov 26 2019

Board of Mayor and Alderman 3rd and Final Reading

Dec 10 2019

8 PLANAPALOOZA™ MEETINGS

336 UNIQUE PARTICIPANTS



2

Rounds of
BOMA/FMPC
Interviews

1

Departmental
Review Team
Input Session

1

Design Professionals/
Developers Input
Session

15 THINK TANK MEETINGS
15 TOTAL PARTICIPANTS

PUBLIC
DRAFT
OPEN
HOUSE

AUGUST 15TH

81

Participants

6 OUTREACH
PRESENTATIONS

1 Downtown
Neighborhood
Association

July 14th

2 Franklin
Tomorrow
Breakfast with
the Mayors

July 30th

3 Design
Professionals /
Developers
Meeting

August 7th

4 Williamson County
Association of
Realtors

August 15th

5 Historic Zoning
Commission Design
Review Committee

August 19th

6 Sustainability
Commission

September 6th

2 DAYS OF DROP-IN
OFFICE HOURS

AUGUST 16TH AND SEPTEMBER 20TH

40

CITIZENS



7 Joint BOMA/
FMPC workshop
discussions

24,361



property
owner
notices
mailed

625
ATTENDEES

50

Signs posted
around the city

420
Internal staff meetings
over two years



ZONEFRANKLIN.COM

130
ACTIVATED
PARTICIPANTS

7,245
VISITS

138
REGISTERED

8 e-blast notifications to
an average of

963

PEOPLE EACH TIME



5,315

Views on the
Interactive Zoning Maps



849 OF THE DRAFT
ZONING
DISTRICT MAP
DOWNLOADS



568
DOWNLOADS

OF THE DRAFT OF ORDINANCE

533
DOWNLOADS



OVERLAY DISTRICT MAP

"Excellent job organizing the new Ordinance and expect Franklin will continue to set the standard here in Middle Tennessee" ...

"The graphics really help"

"We like the architecture requirements"

"Gives more certainty"

VOTE YES!

"Thanks for your work"

"I love how it is organized."

"It simplifies the process"

"I strongly favor the new Ordinance"

"I really like the structure"

"We can tell a lot of thought and effort went into the Ordinance"

ZONE FRANKLIN!

"It's so much easier to use"

PUBLIC INPUT



SCHEDULE FOR ADOPTION

- The new Ordinance is waaaay better than our current one!
- Ordinance doesn't have to be perfect to adopt it
- Can't anticipate every scenario right now
- Test the Ordinance for a year
- Conduct a cleanup after 12 months



A PATH FORWARD

WRAP UP



WORKS FOR THE COMMUNITY



WORKS FOR BUSINESS



WORKS FOR ALL STAGES OF LIFE



WORKS ECONOMICALLY



WORKS FOR CHARACTER



City of Franklin Housing Commission

Date: November 11, 2019

City of Franklin Board of Mayor and Aldermen

Ken Moore, Mayor

109 3rd Ave S

Franklin, TN 37064

Re: Housing Commission Motion in Support of Accessory Dwelling Units

Dear Honorable City of Franklin Board of Mayor and Aldermen:

The City of Franklin Housing Commission met on Thursday, October 4th for our regular monthly meeting. After discussion, a motion was made and overwhelmingly ratified by the Commission regarding the proposed zoning ordinance update that Accessory Dwelling Units (ADUs) be only on properties that are owner occupied, and in my position as Chair, I sent a letter to the Planning Commission explaining the Housing Commission's motion and asking them to consider it in their final discussion of the proposed Zoning Ordinance. At the Housing Commission's meeting on Thursday, November 3rd, a second motion was made and unanimously passed to directly speak to this issue with the Board of Mayor and Aldermen in further detail.

The proposed updated zoning ordinance expands the overlay allowing ADUs and this provides an opportunity for the City to address its need for attainable housing. The Housing Commission believes that limiting ADUs to solely be on properties that are owner-occupied limits the potential for such units to be an innovative way to address the City's need for attainable housing. Since the proposed zoning ordinance already requires short-term rentals to be owner-occupied, if the ADU was to be used as a short-term rental, it would have to comply with the ordinance regarding that provision.

The concern about short-term rentals is particularly of interest to the Housing Commission and through discussion, we want to emphasize that we are not trying to change the proposed requirement of short-term rentals to be owner-occupied. We understand that short-term rentals are a complex issue that weighs the needs of the City as well as those of the free market. That said, we believe having neighborhoods that are primarily short-term rentals may possibly inhibit the making of the diverse community as outlined in Envision Franklin, as well as potentially removing units that are attainable from the housing market.

In my position as Chair, I have spoken with the Assistant Director of Planning and Sustainability, Kelly Dannenfelser, and understand the City's concern of possibly changing single family residential to multi-family residential if ADUs are not required to be owner-occupied. The Housing Commission is not intending to change the residential zoning of any



City of Franklin Housing Commission

neighborhood with this request, but we do believe that requiring ADUs to be owner-occupied creates an unnecessary burden on the homeowner and limits innovation towards affordable housing initiatives within the City, and are asking that ADUs be removed from this requirement within the new Zoning Ordinance.

We respectfully request you to consider the Housing Commission's motion in the proposed zoning ordinance, and remove the requirement for ADUs to be solely on properties that are owner-occupied.

Sincerely,

Elizabeth D. Wanczak

Chair, City of Franklin Housing Commission



City of Franklin Housing Commission

Date: November 8, 2019

City of Franklin Board of Mayor and Aldermen

Ken Moore, Mayor

109 3rd Ave S

Franklin, TN 37064

Re: Housing Commission Motion in Support of Lots of Varying Sizes

Dear Honorable City of Franklin Board of Mayor and Aldermen:

Alderman Speedy requested the Commission have an opportunity to review a possible development that would include a variety of lot sizes and price points at our October Commission meeting that was held Thursday, October 3rd. After much discussion regarding this specific proposal within the City of Franklin, a motion was made by Alderman McLendon and unanimously ratified, for the Commission to support housing options on lot sizes less than the 45 feet that is currently required by Envision Franklin and a letter was sent to the City of Franklin Planning Commission in support of this change.

The City of Franklin Housing Commission held its regular monthly meeting on Thursday, November 7th and a follow up motion was passed and unanimously ratified to send this same recommendation directly to The Board of Mayor and Aldermen.

The mission of the City of Franklin Housing Commission is to encourage the production and maintenance of affordable housing, raise community awareness of potential business opportunities involving partnerships with neighborhood residents and community development organizations, and advise the Board of Mayor and Aldermen on affordable, workforce, and moderately-priced housing issues and opportunities.

Per our mission, the Commission supports any endeavors that are working towards providing and maintaining affordable/workforce housing, and it is our belief that by allowing for a variety of lot sizes, this will spur production from both the private and non-profit sector. It is the unanimous consent of the Commission that limiting lot sizes for potential housing developments in the City to 45 foot lots, as required currently by Envision Franklin, reduces the opportunity for innovative ways to address the City's need for attainable and workforce housing, whether that be single family home, townhome, condominium, or multi-family home. Envision Franklin desires a diverse and vibrant community; this provision handicaps that vision.

We do understand and appreciate the amount of time and study that has gone into Envision Franklin, but we ask you to consider each project on its merit, especially if a proposed project is addressing the need for attainable and workforce housing. Therefore, we support and encourage



City of Franklin Housing Commission

the Board of Mayor and Alderman to consider future development projects that have proposals for dwellings on varying lot sizes, not just those limited to 45 foot lots, and make relevant changes necessary to Envision Franklin that would make the development of attainable and workforce housing pursuable and innovative for the City of Franklin.

Sincerely,

Elizabeth D. Wanczak

Chair, City of Franklin Housing Commission

Andrew Orr

From: Walter Green <greenwr7@gmail.com>
Sent: Saturday, November 9, 2019 8:48 AM
To: ZoneFranklin
Subject: Zone Franklin Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

I live at 227 4th Ave South and am a board member of the Franklin Downtown Neighborhood Assn, the DNA. The DNA's most important duty is to advocate for the neighborhoods within its boundaries. Our boundaries most closely resemble those of residential district R-4 that is proposed in Franklin's Zoning Ordinance Update.

Until recently, almost NO ONE knew that there were so many Short-term Vacation Rentals (STVR's) in Franklin (about **250**) or in R-4 (about **100**). Now, STVR's are not all bad. What is TROUBLING, however, is that so many (about **40%**) have no owner permanently residing on-site. The DNA is very concerned about the non-owner-occupied STVR's in R-4.

Why? Here are some of the reasons:

First, R-4 is intended to be strictly residential. Short-term rentals are BUSINESSES – THEY ARE SMALL HOTELS. The ones that have NO OWNER LIVING ON-SITE (non-owner-occupied) are SMALL HOTELS WITH NO ON-SITE MANAGER. THERE IS NOTHING RESIDENTIAL ABOUT THEM AND THEY SHOULD NOT BE IN R-4 !! BUT THEY ARE!! The proliferation of STVR's has put about **40** of these non-owner-occupied rentals in R-4.

Also, non-owner-occupied STVR's replace neighbors with small hotels that are either empty or are occupied by transients. This creates voids in our residential areas, damaging the character and connectivity of our neighborhoods.

AND, because STVR's are typically located in our smaller, less expensive properties, they reduce the inventory of affordable housing.

The Zoning Ordinance Update calls for newly permitted STVR's within R-4 to have an owner permanently occupying the premises and limits the number of rentals to one per lot. The DNA Board of Directors has voted overwhelmingly to SUPPORT that language. We ALSO feel strongly that the existing non-owner-occupied rentals

in R-4 should be eliminated as soon as possible and ask the City to add WHATEVER resources are needed to monitor ALL STVR's and to strictly enforce appropriate rules.

Thank you.

Walter Green

Andrew Orr

From: Michael Good <mgood@goodsmmercantile.com>
Sent: Tuesday, November 12, 2019 9:01 AM
To: Andrew Orr
Subject: Zoning Ordinance considerations for flood zone regulations

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Dear Mr. Orr,

My wife and I are recent new homeowners in the wonderful city of Franklin. We live on Ewingville Dr and are one of the homes included in the Army Corp of Engineers house raising program.

While we are thankful for the opportunity to participate in the program and for the city's involvement, we have a couple major reservations. The main one is the height with which we'd have to raise. The current regulations would require us to raise our ranch home 8 feet. We have major concerns about all the steps needed to get in and out of our home with a raise to that height and also the aesthetics of that type of change.

We're asking you'd please consider changing the 3ft freeboard requirement to a 1ft freeboard requirement for existing residential structures, the industry standard.

Additionally, we ask you consider shortening the monitoring period for substantial improvement expenditures on residential structures from 10 years (present and proposed) to a 5 year period. This change will keep the more affordable homes that are in flood zone just that- more affordable, encourage maintenance and routine re-investment in property, and give those homeowners the ability to maintain and improve their existing property over a reasonable amount of time (5 years).

Thank you for all you do and for your consideration.

Sincerely,

Michael Good
131 Ewingville Dr

Michael Good
Good's Mercantile, LLC
104 Carr Ave, Ste #3
Franklin, TN 37064
(615) 348-8862

Andrew Orr

From: Patrick Baggett <pbaggett@fullserviceins.com>
Sent: Monday, November 11, 2019 1:34 PM
Subject: Flood Fringe Overlay Comments

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Good afternoon

I regret that I will not be able to attend tomorrow's public comments regarding the Zoning Ordinance. I am out of town on business that I could not move due to a regularly scheduled Board Meeting in Columbus, OH. I know we will have a few residents attend to speak on this item and I will be at the second and third reading. If my little one Ruthie is not sick, my brave and beautiful wife will be commenting on my behalf.

I want to ask that the Board of Mayor and Aldermen and City Staff review the recommendations I have previously sent via email and adopt these common sense changes to provide the opportunity for existing residents who reside in the flood fringe overlay some additional property liberties that are presently not provided for within the City Zoning Ordinance. (I have included this at bottom of email)

I have heard a few comments back on my initial email and most relate to insurance premiums or FEMA.

- "We can't do this because it will impact citizen insurance premiums."
- "We don't want to risk our status with FEMA."
- And a few others in the same vein.

Citizen flood insurance premiums are based on what is called a CRS (Community Rating System) Score. If you fall between 500-999 points you are a Class 9 with a 5% flood insurance premium discount. If you fall within 1000-1500 points you are a Class 8 with a 10% discount... and so on all the way to a Class 1. <https://www.fema.gov/national-flood-insurance-program-community-rating-system>

As you can see below, Williamson County has the same CRS score (8) that we do and they **DO NOT** have the Cumulative Substantial Improvement Window of 10 years OR the 3ft Freeboard requirement I have recommended.

City of Franklin Community Rating: 8 (1182 CRS points)

- 3ft Free Board 2ft higher than 500-year Flood Level*
- 10-year Cumulative Substantial Improvement window

Williamson County Community Rating: 8 (1152 CRS points)

- 1ft Free Board = 500-year flood level*
- 5 Year Cumulative Substantial Improvement window

*Based on CRS Credit for Higher Regulatory Standards https://www.fema.gov/media-library-data/20130726-1555-20490-7239/crs_credit_higher_standards.pdf

If the City makes these changes it would be a reduction of 240 points. (my est) This would move us from a Class 8 to a 9 resulting in the loss of a 5% flood insurance discount. **We would still maintain a 5% discount for being a Class 9.** On an average flood insurance policy of \$2,000/year this comes out to be roughly \$100/year premium changes or roughly **\$8/month**. The overall benefits to the citizen and existing homeowner would far outweigh this nominal cost change with no deterioration in life safety standards and no increased factors that could contribute to future flood levels across the city. (if this just applies to existing homes)

Finally, it is also important to note that 1Ft of Freeboard is equivalent to the **500-year flood level**. So, presently ,the City of Franklin is requiring homes within flood fringe overlay to be built 2 feet higher than the 500-year flood level. Regardless as to if May 2010 was a 75-year flood, 100-year flood, 300-year flood or 500-year flood as I have heard it debated on the Board, this change would put the base floor of residences at the 500-year level and at the minimum standards set by the Tennessee Floodplain Managers Association.

Thank you for your service to our community and for LISTENING to this one citizen who is just looking to try and make things a little better for friends, neighbors and myself who reside in the flood fringe overlay.

Thank you!

Patrick F. Baggett
Vice President Commercial Lines
903 Murfreesboro Rd
Franklin, Tn 37064
Main Office: 615-790-0990
Cell: 615-955-0411



*Please note that coverage cannot be amended or bound by e-mail until confirmed in writing or by phone from an FSI licensed agent

Good Morning City Elected Officials and City Staff,

I have thought through some recommendations for Zoning Ordinance that isn't presently included in Staff recommendations relating to the Flood Zone. These items could be altered with ease and would positively impact homeowners in the flood zone without impacting our status with NFIP.

Please consider these recommendations and reach out to me directly with any specific questions you have. As of now, I do not believe this will be included in a Staff recommendation and so I wanted to vocalize directly to BOMA to consider. My Personal Cell Phone: 615-955-0411

Presently, the proposed Zoning Ordinance will continue and expand restrictive Flood Zone regulations that go well above and beyond basic life safety consideration and moves to excessively restrict property owners who reside and wish to do business in these areas. The new Zoning Ordinance continues to impose excessive requirements over and above what is mandated and I wish to make a few recommendations that I believe will provide some relief to those who reside and do business in the Flood Fringe Overlay.

The following 3 recommended changes will do much to relieve property owners and City Staff from having to navigate and adhere to constricting regulations that are proposed within the new Zoning Ordinance while still maintaining more than adequate consideration for life safety and respecting the aesthetic of our community that is found in the Flood Fringe Overlay.

I ask you to consider the following:

1. Move the monitoring period for substantial improvement expenditures from 10 years (present and proposed) to a 5 year period. This means a homeowner will have the ability to spend up to 50% of the home value on renovations/improvements/additions within a 5 year window rather than a longer 10 year window which presently constrains a homeowner from making improvements as needed.
 - This change accomplishes the following:
 - Keeps the more affordable homes that are in flood zone just that- more affordable.
 - Encourages maintenance and routine re-investment in property.
 - People who invest and buy homes in floodplain deserve the ability to maintain and improve their existing property over a reasonable amount of time (5 years).
2. Change 3ft freeboard requirement to a 1ft freeboard requirement. Tennessee Floodplain Managers Assn recommends 1ft minimum freeboard requirement in model Ordinance.
 - This change accomplishes the following:
 - We would continue to meet the life safety recommendations displayed within the Tennessee Floodplain Managers Association model flood ordinance language.
 - Since the City has entered into agreements to paying/lend partial funds to raise select homes for select flood zone residents, this change would help the rest of the property owners who did not receive that benefit from local and Federal government and might encourage property owners to raise and then further improve their homes.
 - Aesthetically, raising a home 5-6 feet in some cases causes a real deterioration of the neighborhood aesthetic and neighboring property values could fall as a result.
 - If life safety isn't significantly improved by the 2ft of ADDITIONAL freeboard presently included, we must ask ourselves is this a necessary regulation and constraint on property owners? Though the cost to raise two more feet may not be significantly more for a homeowner, the practical implications of this for small additions, decks and porches is significant cost and an esthetic hurdle.
3. Historic and other residential structures within the Entry Corridor Overlay and Central Franklin Overlay District should be exempt from the freeboard requirements in order to maintain the aesthetic of the Entry Corridors and Central Franklin Overlay that this Zoning Ordinance revision seeks to achieve. Do we want to drive into downtown Franklin with one side of 96 raised 5-6 feet without seriously considering the WHY behind these regulations?

Most arguments against implementing these recommendations revolve around Life Safety and Community Rating Flood Insurance Premiums (<https://www.fema.gov/national-flood-insurance-program-community-rating-system>). Clearly, it is self-evident that life safety is important to those who live within a flood zone. We do enjoy our lives and want to be as safe as possible in our homes. However, there is an optimum level of regulation that maximizes life safety that intersects with the least amount of property owner restrictions and I believe presently we are beyond that intersection within the City of Franklin. Regarding the Community Rating Insurance Premiums, the above changes can be made and with relative certainty it would not significantly impact the premiums paid by City of Franklin Citizens. At the absolute most, it would be a 3-5% variance from what is presently paid. On the average flood insurance policy that is around \$80-\$100/year. However the relief from this regulation would positively impact property values in a way that would far exceed this nominal change to ordinance.

These changes are well within the authority to be made by BOMA and do not put our community's eligibility with the NFIP at risk. These standards are simply PREFERENCE set by City Staff that have been adopted by BOMA that exceed minimum standards set in various model ordinances and recommended minimum standards in our State and Nationally.

Thank you for your consideration of these changes.

Finally, a big thank you to City Staff for always being willing to listen. We are so fortunate to have such a wonderful City Hall full with Staff that are open to citizen suggestions.

Patrick F. Baggett
Vice President Commercial Lines
903 Murfreesboro Rd
Franklin, Tn 37064
Main Office: 615-790-0990
Cell: 615-955-0411



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RESOLUTION 2019-97

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING SUPPLIERS AND SERVICE PROVIDERS FOR (1) POLICE PROMOTIONAL PROCESS ASSESSMENT SERVICES, (2) LIABILITY, PROPERTY AND WORKERS' COMPENSATION INSURANCE PRODUCTS AND SERVICES, AND (3) NEAR-SITE CLINIC HEALTHCARE SERVICES

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which suppliers and service providers to recommend for award of (1) police promotional process assessment services, (2) liability, property and workers' compensation insurance products and services, and (3) near-site clinic healthcare services; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchases and because there is more than one solution to the purchases and the competitive sealed proposal procurement method will assist in choosing the best solution and supplier and/or service provider.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which suppliers and service providers to recommend for award of (1) police promotional process assessment services, (2) liability, property and workers' compensation insurance products and services, and (3) near-site clinic healthcare services because qualifications, experience, and competence are more important than price in making the purchases and because there is more than one solution to the purchases and the competitive sealed proposal procurement method will assist in choosing the best solution and supplier and/or service provider.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2019.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Maricruz R. Fincher
Staff Attorney

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0315)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and P&A Administrative Services, Inc. of Buffalo, New York ("SERVICE PROVIDER"), who mutually agree as follows:

1. CITY issued (a) on September 26, 2019 Purchasing Office Solicitation No. 2020-009, a procurement solicitation for bids for healthcare and dependent care flexible spending account administrative services, (b) on September 30, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2020-009, and (c) on October 4, 2019 Addendum No. 2 to Purchasing Office Solicitation No. 2020-009 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, SERVICE PROVIDER submitted a bid dated October 8, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SERVICE PROVIDER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SERVICE PROVIDER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted five (5) Certificates of Insurance ("CERTIFICATES OF INSURANCE"), copies of which are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATES OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATES OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. SERVICE PROVIDER agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.
8. SERVICE PROVIDER also included in SUBMITTAL CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0315)

9. SERVICE PROVIDER also included in SUBMITTAL CITY's Notice of Confidentiality and Proprietary Rights, executed for SERVICE PROVIDER ("NOTICE OF CONFIDENTIALITY AND PROPRIETARY RIGHTS"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
10. CITY awarded on November 12, 2019 to SERVICE PROVIDER the purchase of healthcare and dependent care flexible spending account administrative services pursuant to SOLICITATION and SUBMITTAL.
11. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) for the three (3) calendar years beginning January 1, 2020 and concluding December 31, 2022. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and SERVICE PROVIDER may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with CITY's Risk Manager, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if SERVICE PROVIDER chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and SERVICE PROVIDER may negotiate an additional extension beyond such expiration. Note that CITY and SERVICE PROVIDER each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) NOTICE OF CONFIDENTIALITY AND PROPRIETARY RIGHTS; (e) SOLICITATION; and (f) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SERVICE PROVIDER:

(signature of SERVICE PROVIDER's authorized representative)

TITLE:

C.E.O.

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Maricruz R. Fincher, Staff Attorney for CITY

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0315)

Attachment No. 1

Excerpts from SUBMITTAL



City of Franklin, TN
Request for Proposal #2020-009
Healthcare and Dependent care Flexible Spending
Account Administrative Services

ORIGINAL

October 10, 2019

Corporate Office
17 Court Street
Buffalo, NY14202
(800) 688-2611

www.padmin.com



P&A ADMINISTRATIVE SERVICES, INC.
17 COURT STREET, SUITE 500
BUFFALO, NEW YORK 14202
800.688.2611
716.852.2611
www.padmin.com

October 8, 2019

RE: Request for Proposal #2020-009 Healthcare and Dependent care Flexible Spending Account
Administrative Services

Purchasing Department,

The P&A Group would like to thank you in advance for your time, and your consideration. Enclosed you will find our response to your Request for Proposal #2020-009 for Healthcare and Dependent care Flexible Spending Account Administrative Services for the City of Franklin.

For 44 years, P&A has cultivated a diverse national clientele of over 3,500 employer groups representing a wide range of industries. Approximately 50% of our clientele consists of governmental entities such as counties, cities, towns, authorities, states, community colleges, universities, school districts, etc. We integrate well with groups of all sizes and we understand the needs of governmental employers differ from those of the private sector.

As a comprehensive benefits administrator we provide our clients with a *boutique* service experience. Our core competency revolves around state-of-the-art benefits administration tailored to your unique needs. We have been administering FSA plans for 34 years, since 1985. With P&A, the City of Franklin will receive an efficient benefits program that utilizes advanced technology coupled with the personal touch of our experienced consultants and administrators.

We are a privately held, financially stable corporation headquartered in Buffalo, NY with personnel located in Raleigh, New York City, and Los Angeles. Our clients benefit from our experienced, responsive account managers, leading customer service team, extensive knowledge base, and access to our on-staff ERISA Attorney who ensures P&A and our clients are always in compliance with IRS regulations. These strengths position us well to work with the City of Franklin.

We hope you find our response clear, concise, and satisfactory in all aspects. Should you have any questions regarding the information provided in this RFP please feel free to contact our Benefit Consultant Will Wilson directly at (716) 362-5504 or via e-mail at wilsonw@padmin.com. We are excited for the opportunity to build a relationship with the City of Franklin. We look forward to hearing from you.

Best Regards,

Michael Rizzo
President

TABLE OF CONTENTS

Cover Letter

Required Forms:

- Bid Submittal Form
- City of Franklin, TN Specifications
- Standard Procurement Terms and Conditions
- Affidavit of Non-Collision
- Affidavit of Title VI Compliance
- Indemnification Agreement
- Notice of Confidentiality and Proprietary Rights

SECTION 1

Description of Services: FSA 1-14

References..... 15

SECTION 2

Pricing 16

ATTACHMENTS

Attachment A – Sample FSA Employee Communication Materials 17-43

Attachment B – Sample Customized Employee Communication Materials 44-52

Attachment C – Sample FSA Reports 53-58

Attachment D – Sample Mobile App/Site Communication Materials..... 59-62

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-009

Bidder's name, street address, and mailing address (if different):	P&A Administrative Services, Inc. 17 Court Street Buffalo, NY 14202
Bidder's contact person's name (printed), title, telephone number and e-mail address:	Will Wilson Benefits Consultant (716)362-5504 wilsonw@padmin.com
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted per-participating-employee-per-month (PPEPM) fee for bid products and services:	\$ <u>\$3.20</u> PPEPM
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____.
Last date (no sooner than December 31, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>12/31/19</u>
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. 1. ☒ Addenda Nos. 1 through <u>2</u> . ☐ No addenda.

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-009

Bidder's name:	<u>P&A Administrative Services, Inc.</u>
Are the following components included with this Bid Submittal Form in the bid submittal? • Description of any goods, products, items, software, hardware and/or services included in the bid. • City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; • Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; • Contact information for required references (see Instructions for Bidders); • City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; • Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; and • City of Franklin Affidavit of Title VI Compliance, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	<u>President</u>
Date of signatures:	<u>10/8/19</u>

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

1. Solicitation identified: These Specifications apply to the following procurement solicitation:
healthcare and dependent care flexible spending account administrative services
Purchasing Office Solicitation No.: 2020-009
2. Notice to Bidders publication date: **September 26, 2019**
3. Solicitation release date: **September 26, 2019**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **October 3, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 10, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 1, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **November 12, 2019**
8. Target effective date for term of award: **upon execution of the procurement agreement (on or about December 1, 2019) for calendar years 2020, 2021 and 2022**
9. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the lowest priced responsive bid to furnish all labor, materials and means necessary to render the healthcare and dependent care flexible spending account administrative services as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
10. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

procurement solicitation. See the accompanying Instructions for Bidders for contact information.

- b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
11. General terms and conditions:
- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
 - b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
 - c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

- e. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.
 - f. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
 - g. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
 - h. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
 - i. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
 - j. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
 - k. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
12. Detailed specifications: Please note:
- Bidders shall provide in or with their bid a detailed description of any goods, products, items, software and/or hardware included in their bid, as well as the bid services to be rendered.
 - Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
 - Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

12.1. The City of Franklin, Tennessee is seeking bids from individuals or firms to render healthcare and dependent care flexible spending account administrative services.

12.2. C Bidder shall be qualified and competent, as demonstrated by its experience as a service provider for the services sought by the City and as evidenced by substantiating information supplied with its bid, to administer the City's healthcare and dependent care flexible spending accounts.

12.3. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon the effective date of any procurement agreement resulting from this procurement solicitation, as such procurement agreement is executed in full by both parties. The City is targeting an effective date of on or about December 1, 2019. The services to be rendered pursuant to this procurement solicitation are to be offered for the three (3) calendar years beginning January 1, 2020 and concluding December 31, 2022.

12.4. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the bidder awarded the purchase may choose to exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if the bidder awarded the purchase chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at the City's discretion, such as if the

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

City does not have or anticipates not having a successor service provider selected by the expiration of the term of award, including any extensions anticipated by this procurement solicitation if exercised, the City and the bidder awarded the purchase may negotiate an additional extension beyond such expiration. Note that the City and the bidder awarded the purchase each specifically retain the right, with or without cause, not to extend the term of award.

- 12.5. Eligible and current participants:
- 12.5.1. Currently, the City has 720 employees eligible to participate in the City's healthcare and dependent care flexible spending account (FSA) programs.
- 12.5.2. Currently, the City has 141 participants in the Healthcare FSA and 9 participants in the Dependent Care FSA.
- 12.6. Detailed specifications:
- 12.6.1. C Products: Healthcare Spending Account and Dependent Care Spending Account.
- 12.6.2. C Rate Guarantee: The initial contract period shall be three (3) years with two (2) one-year options to extend the term of service by mutual consent for a maximum possible term of service of five (5) years total. All fees quoted in the original bid shall remain constant during the entire term of service including any extensions thereto.
- 12.6.3. C Admin Rate: All fees shall be expressed as per-participating-employee-per-month (PPEPM) unless otherwise indicated. The PPEPM fee is to be all-inclusive of both recurring and non-recurring expenses; no fees other than the quoted PPEPM fee included in the bid may be quoted by the bidder and none will be paid by the City.
- 12.6.4. C Method of Enrollment Transfer: Data feed; must be compatible with Kronos. The awarded service provider must integrate with Kronos via file feed.
- 12.6.5. C Debit Card: To be included in PPEPM fee.
- 12.6.6. C Direct Deposit: Included.
- 12.6.7. C Draft Cafeteria Plan Documents: Included; please indicate whether full documents or templates are provided.
- 12.6.8. C Conduct Non-Discrimination Testing: Included; please indicate what tests are available and how often.
- 12.6.9. C Employer Reports: Included; please indicate what reports are provided and the frequency, list should include an unsubstantiated claims report.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

- 12.6.10. C Administration of Runout Claims: Included; at termination of contract, service provider must provide for administration for claims (include fee for runout in PPEPM fee).
- 12.6.11. C Implementation: The City's notice of award will not be issued until after November 12, 2019. The City is targeting a notice-of-award issue date of November 15, 2019. Regardless, the bidder's implementation timeline must anticipate being able to render services effective January 1, 2020. Include fee for implementation in PPEPM fee.
- 12.6.12. C Funding: City will maintain the checking account and City's Finance department will issue payment via website on a semi-monthly basis.
- 12.6.13. C Member Access: Online member access capabilities to include, but not limited to, account balance, claims history, ordering new cards, or file reimbursement claim.
- 12.6.14. C Point of Contact: Please indicate whether there is an option to provide a designated person(s) assigned to the City's account.
- 12.7. Insurance requirements:
- 12.7.1. C Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate - Coverage shall be Primary and Non-Contributory - Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Workers Compensation ²	- Statutory Limits - Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Employee Dishonesty	\$500,000 Per Occurrence	Certificate Holder ¹ only

¹ Certificate Holder shall be listed as follows:
City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-009

Type of Coverage	Limits of Coverage	Certificate of Insurance
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder ¹ only
Cyber	\$1,000,000 Cyber Liability \$500,000 Network and Information Security Expenses	Certificate Holder ¹ only

12.7.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

12.7.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

12.7.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.

Affidavit of Non-Collusion
a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of New York)
County of Erie) SS

Affiant, Michael Rizzo, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
P&A Administrative Services, Inc.,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Michael Rizzo
(signature of Affiant)

President

(title of Affiant)

Sworn and subscribed to before me this 8th day of October, 2019

Rhea Nagel
(Notary Public)

My Commission Expires: 12-18-22

RHEA NAGEL
NOTARY PUBLIC, STATE OF NEW YORK
REG. NO. 81N000200
QUALIFIED IN ERIE COUNTY
My Commission Expires 12/18/2022

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020-009)

SECTION 1

SECTION 1

Description of Services: FSA

For 44 years, we have dedicated ourselves to developing an expertise in a single niche field – employee benefits administration. As a national third party benefits administrator, our business philosophy revolves around providing the ultimate customer experience at both the employer and employee levels.

P&A has offered third party administrative services since 1984. Our services include FSA, HRA, Commuter, COBRA, Direct & Retiree Billing, Group Insurance Administration, and HSA.

P&A GROUP SERVICES:

1984 – Group Insurance Administration

1984 – Retirement Investment Services

1985 – FSA Administration

1985 – Retiree & Premium Billing

1990 – HRA Administration

1990 – COBRA Administration

1998 – Transportation Plans Administration

2018 – HSA Administration

Our diverse national clientele consists of over 3,500 employer groups that combined employ over 1,000,000 people. These employer groups represent a wide range of industries including retail, hospitality, cities, towns, countries, higher education, school districts, finance, technology, entertainment, healthcare, and energy. We work with both public and private Sector employers.

50% of our clientele is public sector employer groups

Our corporate office is located in Buffalo, NY. We have approximately 170 employees, a majority of whom work from our corporate office. We also have additional personnel located in New York City, Raleigh, and Los Angeles. We do not use subcontractors for our services, nor do we outsource. P&A is a privately held S-corporation owned 50/50 by Joseph Priselac, Jr. and Michael Rizzo.

SECTION 1

Description of Services: FSA – Cont'd

OUR APPROACH:

In our experience, our best business relationships are those in which open lines of communication and collaboration exist with our clients. We are most effective delivering value and quality services when our clients are interested and willing partners in the process.

Our on-staff ERISA Attorney monitors the ever-changing regulatory environment as it relates to our services. He oversees our administration process to ensure we are always in compliance with federal regulations. Our ERISA Attorney has over 30 years of experience in tax and benefits law. He will be available to the City of Franklin (the City) if you ever have any questions or concerns related to the plan design, eligibility, and compliance.

P&A also provide dedicated account management and in-house customer service for our clients. We do not use subcontractors nor do we outsource our services. We administer all plans using our proprietary systems which are maintained by our onsite IT personnel. Having both proprietary systems and onsite IT personnel enable us to be nimble in our response to regulatory changes that affect our administrative processes.

CLAIMS ADMINISTRATION CAPABILITIES:

Claims administration is a major component of FSA administrative services. We have been providing these services for 34 years, since 1985. Participants can submit claims to us in several ways (secure upload, fax, U.S. Mail). Upon receipt, all claims are imaged, managed, processed, and archived within our proprietary Enterprise Content Management (ECM) system. Our in-house claims adjudicators review and process claims within this system 24/7. Internal controls within the ECM system provide for quality control and claims auditing.

P&A issues claim reimbursements every business day. Reimbursements are available via check or direct deposit. We strongly encourage direct deposit as it is the fastest way to obtain reimbursement.

SECTION 1

Description of Services: FSA – Cont'd

DEBIT CARD ADMINISTRATION:

Once participant FSA accounts are set up in our proprietary administration system, P&A will issue debit cards. Our debit card is compliant with all applicable IRS regulations, rules, and guidance. Additionally, it is fully compliant with the Inventory Information Approval System (IIAS) and the IRS's 90% Rule (an exception to IIAS).

Our point-of-service auto-adjudication rate is high: over 90% for non-prescription and 99% for prescription transactions.

Participants can order additional or replacement cards through our website and/or customer service. Additionally, they report a card lost or stolen in real-time through our website 24/7. They can also contact our customer service for assistance.

If ever any fraud or abuse of the debit card is suspected, we will communicate this with the City and develop a mutually agreed upon solution to rectify the situation.

DATA MANAGEMENT:

Since our data management systems are proprietary versus canned, we can handle special data needs as they arise. Our onsite IT personnel can configure our systems to accommodate special needs. This is extremely important when regulatory changes arise that impact our administrative services, our clients, and their employees.

Our data coordinators work with clients to set up and receive electronic data feeds in the following ways:

- Direct upload through our secure *HR Connect* (confirmation numbers generated with every file upload)
- Upload to our secure FTP site (PGP encryption provided)
- Download from your secure FTP site (PGP encryption provided)

HIPAA/HITECH:

As a Business Associate of our clients, we comply with all HIPAA and HITECH requirements. We develop, implement, maintain, and use appropriate administrative, technical, and physical security measures which are consistent with and in compliance with HITECH. We are bound by the provisions in our Business Associate Agreement (BAA) which we have in place with our clients. This BAA governs all aspects of how P&A handles Protected Health Information (PHI).

SECTION 1

Description of Services: FSA – Cont'd

DATA SECURITY:

In terms of data transmission, we allow the transfer of files via sFTP, through our website via secure HTTPS SSL certificate, or via SOAP/RESTful HTTPS SSL transmissions. We also require that our PGP Key be applied to any files regardless of transmission mode. These options meet the requirements of HIPAA and HITECH.

For physical security, we have a business security access control system in place for all floors of our building. Second-layer security access control is in place for the IT wing and server room. Access to each secured area within the building is customized per employee and granted only as needed to perform his/her job duties. Each entry into secure areas is electronically logged and monitored internally. Cameras are positioned throughout the building which record activity and are monitored on a regular basis. Physical records are secured in locked filing cabinets and access to these records is limited only to those employees who are reasonably required to have such information as necessary to carry out their job duties.

All electronic data is destroyed via our subcontractor, Regional Computer Recycling, Inc. They comply with the National Association for Information Destruction (NAID) Certified Hard Drive Data Destruction Terms &

Conditions as well as all state and federal laws regarding electronic recycling and hard drive data destruction practices. Any printed material containing PHI is incinerated via our subcontractor, "Shred It" in compliance with HIPAA and HITECH. Pursuant to our BAA (Section 3.4), we use the minimum necessary PHI to conduct the task at hand.

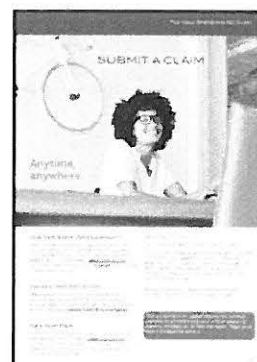
COMMUNICATION MATERIALS:

The following employee communications materials and tools are included as part of our standard administrative services at **NO additional cost**:

- Open enrollment/New hire materials
- FSA brochure
- Informational flyers
- Eligible expense list
- FSA tax savings calculator
- FSA instructional videos
- IRS publications

SECTION 1

Description of Services: FSA - Cont'd



Sample FSA employee communication materials are available for review in **Attachment A**. Sample customized FSA communication materials are available for review in **Attachment B**.

WEB CAPABILITIES - EMPLOYER:



The City's HR/Finance personnel will have access to real-time reporting 24/7, through our secure online portal, *HR Connect*. Multiple, comprehensive reports are available. You can sort these reports for ad hoc customizations. You can also export them in a variety of formats (XML, CSV, PDF, MHTML, Excel, TIFF, and Word).

FSA reporting follows on the next page.

Continues next page

SECTION 1**Description of Services: FSA – Cont'd**

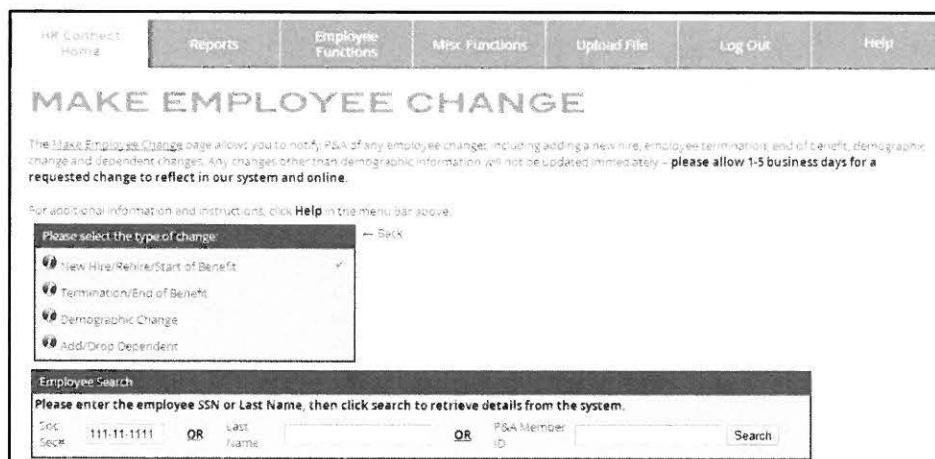
FSA reporting includes:



Samples of these reports are available for review in **Attachment C**.

In addition to multiple comprehensive reports, *HR Connect* can be used for the following:

- Update eligibility (submit employee data for new hires, terminations etc.)
- Upload files and forms direct to administrator securely
- Access billing statements
- Turn off debit cards in real time



HR Connect: Home | Reports | Employee Functions | Misc Functions | Upload File | Log Out | Help

MAKE EMPLOYEE CHANGE

The Make Employee Change page allows you to notify P&A of any employee change, including adding a new hire, employee terminations, end of benefit, demographic change and dependent changes. Any changes other than demographic information will not be updated immediately – please allow 1-5 business days for a requested change to reflect in our system and online.

For additional information and instructions, click [Help](#) in the menu bar above.

Please select the type of change: [Back](#)

- ☒ New Hire/Rehire/Start of Benefit
- ☐ Termination/End of Benefit
- ☐ Demographic Change
- ☐ Add/Drop Dependent

Employee Search

Please enter the employee SSN or Last Name, then click search to retrieve details from the system.

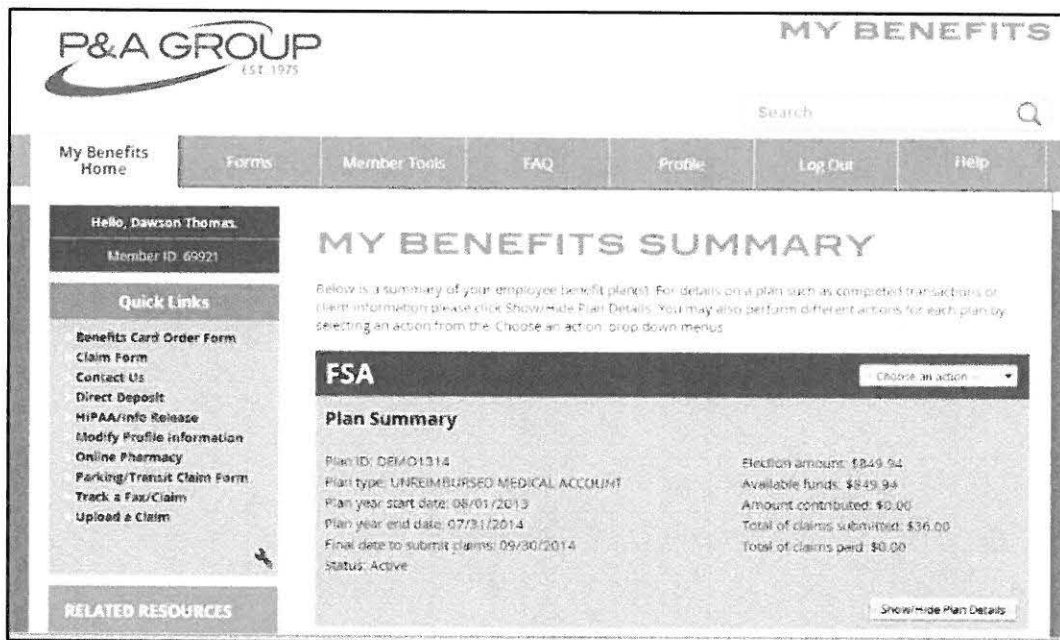
Soc Sec: 111-11-1111 OR Last Name: OR P&A Member ID: Search

Continues next page

SECTION 1

Description of Services: FSA – Cont'd

WEB CAPABILITIES - PARTICIPANT:



FSA participants will have access to real-time account information, 24/7, via our secure online portal, *My Benefits*.

The following information is accessible:

- Available account balance
- Election amounts
- Plan year
- Plan to date deposits
- Plan to date claims
- Plan to date paid
- Pending claims
- Claim status

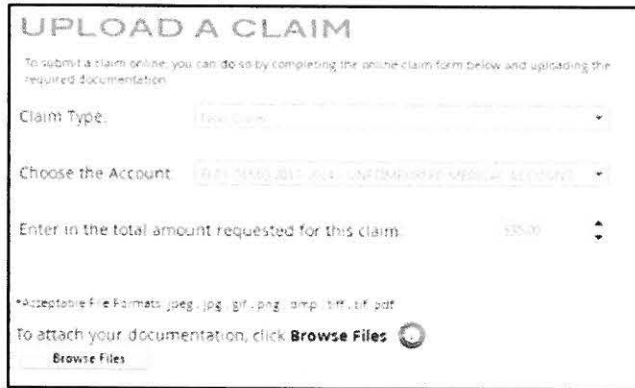


The screenshot shows the P&A Group My Benefits portal. The user is Dawson Thomas, Member ID: 69921. The page displays the FSA Plan Summary for Plan ID: DEMO1314. The plan type is UNREIMBURSED MEDICAL ACCOUNT. The election amount is \$1,800.00, and the available funds are \$1,800.00. The plan year start date is 05/01/2015, and the plan year end date is 04/30/2017. The final date to submit claims is 05/30/2017. The status is Active. The page also includes a Quick Links section with options like Benefits Card Order Form, Claim Form, Contact Us, Direct Deposit, HIPAA/Info Release, Modify Profile information, Online Pharmacy, Parking/Transit Claim Form, Track a Fax/Claim, and Upload a Claim. There are also Related Resources and a Search bar at the top.

Check Number	Check Amount	Payment Type	Date	Amount	Notes
2140170	21401.00	Payroll	05-05-2016	\$ 110.30	Towing PSF
103438	1034.00	Payroll	04-03-2016	\$ 10.00	PAID ADH Payback
1101252	11012.00	Check	10-15-2015	\$30.00	DRYV5056
1101353	11013.00	Check	10-15-2015	\$100.00	UPR505225

Participants can access *My Benefits* through both our website and our Mobile App & Site. Employees who prefer to text message can enroll in our SMS Texting tool to send/receive text messages for account balance and claim status information (24/7).

Participants can submit claims online through our website as well as our Mobile App & Site. We also accept claims via toll-free fax and U.S. Mail. We process claims on a 24/7 basis.

SECTION 1**Description of Services: FSA – Cont'd***My Benefits via P&A website*


UPLOAD A CLAIM

To submit a claim online, you can do so by completing the online claim form below and uploading the required documentation.

Claim Type:

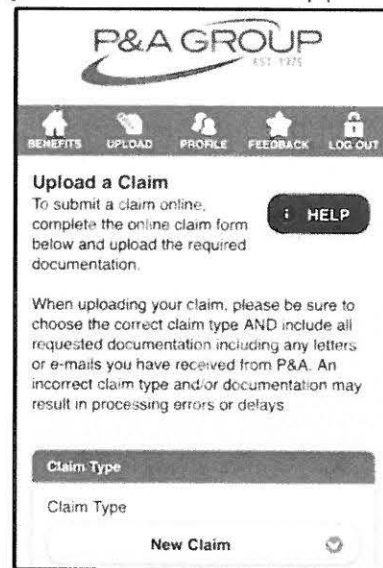
Choose the Account:

Enter in the total amount requested for this claim:

*Acceptable file formats: .jpg, .jpeg, .gif, .png, .bmp, .tiff, .tif, .pdf

To attach your documentation, click **Browse Files** 

Browse Files

My Benefits via P&A Mobile App/Site


P&A GROUP EST. 1975

BENEFITS UPLOAD PROFILE FEEDBACK LOG OUT

Upload a Claim

To submit a claim online, complete the online claim form below and upload the required documentation. **HELP**

When uploading your claim, please be sure to choose the correct claim type AND include all requested documentation including any letters or e-mails you have received from P&A. An incorrect claim type and/or documentation may result in processing errors or delays.

Claim Type

Claim Type

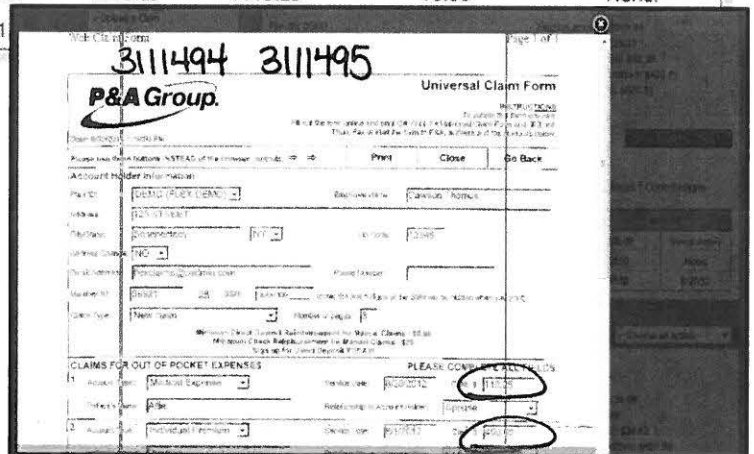
New Claim

Participants can view their pending claims and track uploaded or faxed claims by logging into their online account through, *My Benefits*

Claims Submitted | Pending Claims | Claims Paid | Drug Source Purchases | Contributions

Claim/Trans. Number	Date Processed	Amount	Amount Paid	Amount Denied	Remarks
539090	10/10/2008	\$21.85	\$21.85	\$0.00	None.
539091	10/10/2008	\$67.89	\$67.89	\$0.00	None.
1586492	10/03/2012	\$100.00	\$0.00	\$100.00	Denial details
3111494	08/30/2012	\$119.25	\$119.25	\$0.00	None.
123456	08/27/201				

Click the claim number that appears in blue to open the imaged claim



P&A Group

Universal Claim Form

3111494 3111495

Account Holder: [Name] Date of Service: [Date] Amount: \$119.25 Amount Paid: \$119.25

CLAIMS FOR OUT OF POCKET EXPENSES

PLEASE CONFIRM ALL INFO

Continues next page

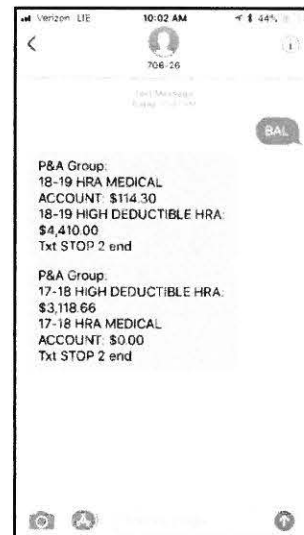
SECTION 1

Description of Services: FSA – Cont'd

SMS TEXTING OPTIONS:

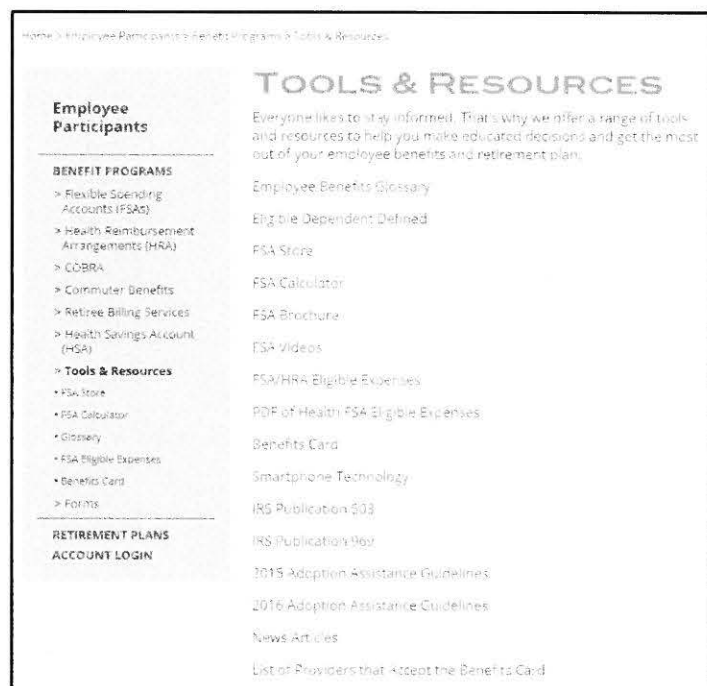
Employees who prefer to text message can enroll in our SMS Texting tool to send/receive text messages for account balance and claim status information (24/7). Text the following codes to the number 70626.

- **BAL** (Account balance) - Text BAL to receive a text message with your account balance
- **CLM** (Claim Status) - Check the status of your most recent claim by texting CLM.
- **HIS** - (History of last five Reimbursements) Instantly get an update on your last 5 reimbursements when you text HIS.
- **DEP** (Deposits) - Access your last 5 deposits into your account by texting DEP.



P&A offers a wide array of educational resources to inform employees and illustrate the tax advantages of plan participation. A majority of our employee educational information is available 24/7 through our website <https://www.padmin.com/>. Available resources include:

- FSA Brochure
- FSA Videos
- Eligible expense lists
- FSA tax savings calculator
- IRS Publications



SECTION 1**Description of Services: FSA – Cont'd**



FSA CALCULATOR

Please fill out the form below with an estimated dollar amount for each associated expense in order to determine your potential tax savings when enrolled in your company's Flexible Spending Account program.

For details on other FSA eligible expenses please click [here](#).

ESTIMATED HEALTH CARE EXPENSES

Health Insurance Deductible(s)	\$ 0
Co-insurance and Co-Pays	\$ 0
Vision Care (contacts, glasses, etc)	\$ 0
Prescription/Over-the-Counter Drugs	\$ 0
Medical Appliances, Wheelchairs, Crutches	\$ 0
Dental Exams & Cleanings, X-Rays, etc	\$ 0
Braces & Retainers, Fillings, etc.	\$ 0

ESTIMATED DEPENDENT CARE EXPENSES

Babysitters/Daycare Centers/Nursery School	\$ 0
After School Programs/Day Camp	\$ 0
Elder Care	\$ 0

ESTIMATED ANNUAL SAVINGS

Yearly Pay Cycle
 52 Deductions

Total Annual Expenses

Savings Per Paycheck

Annual Tax Savings

CALCULATE NOW

FSA VIDEOS

Join Penny Panda as she explains what a Flexible Spending Account is, and shows you how to save money and easily use your account!



P&A Group: What is a Health FSA? Watch later Share

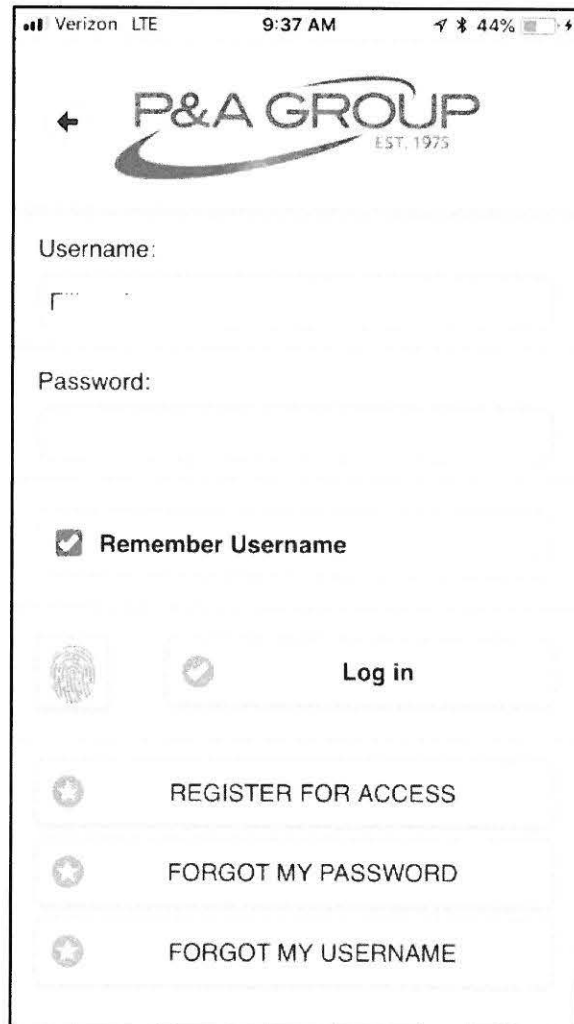
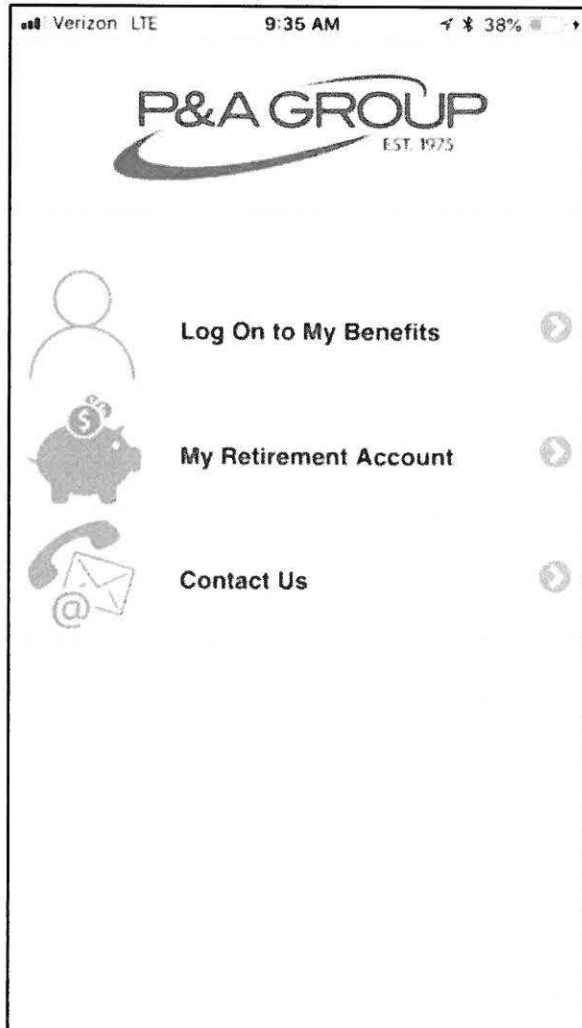


P&A Group: Dependent Daycare FSA Watch later Share

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SECTION 1**Description of Services: FSA – Cont'd****P&A's MOBILE APP/SITE:**

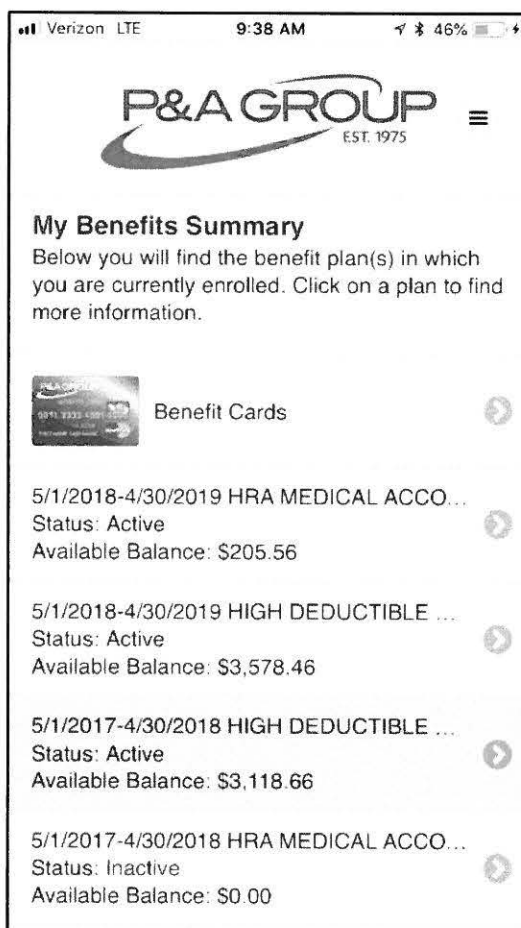
Our **NEW** Mobile App is available 24/7 through Apple and Android devices providing on-the-go account access. Our Mobile Site is also available 24/7 for smartphone and tablet users across every platform. Mobile App & Site have the same functionality as our website <https://padmin.com/>



SECTION 1**Description of Services: FSA – Cont'd**

Participants can access following information:

- Available account balance
- Election amounts
- Plan year
- Plan to date deposits
- Plan to date claims
- Plan to date paid
- Pending claims
- Claim status

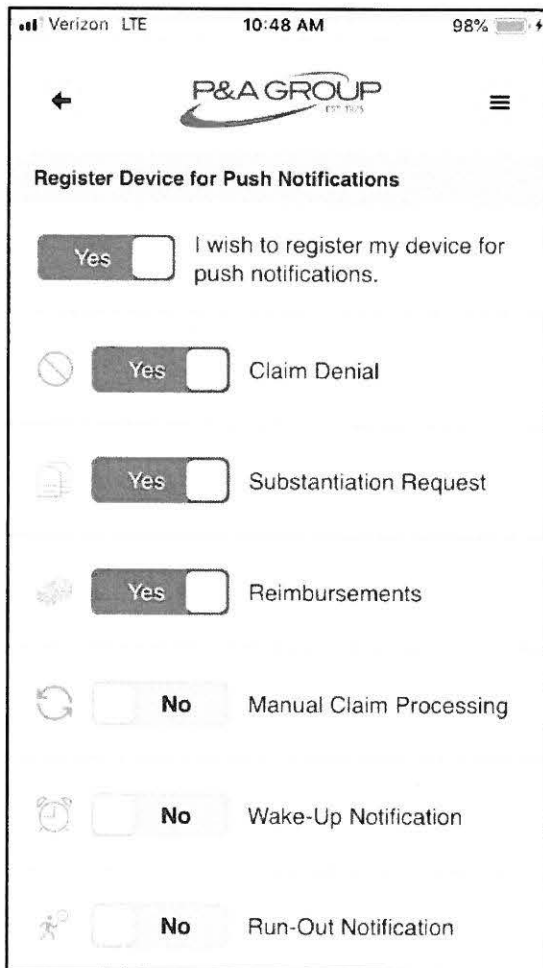


SECTION 1

Description of Services: FSA – Cont'd

Our Mobile App & Site can be used for the following:

- Sign in with Easy Touch ID (App)
- Upload claims via QuikClaim
- Check account and claim information
- **Customizable Alert Notifications via App including:**
Wake up notifications, Run-out period reminders, Reimbursement notification, Manual claim processing notification, Substantiation request and Claim denial notifications
- Contact customer service



Verizon LTE 10:48 AM 98%

P&A GROUP EST. 1975

Register Device for Push Notifications

Yes ☐ I wish to register my device for push notifications.

☒ Yes ☐ Claim Denial

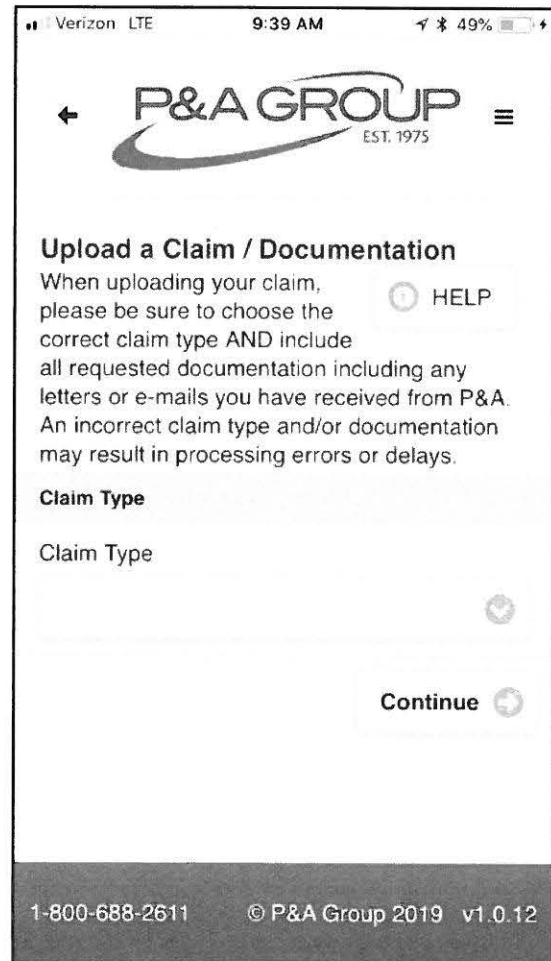
☒ Yes ☐ Substantiation Request

☒ Yes ☐ Reimbursements

☐ No ☐ Manual Claim Processing

☐ No ☐ Wake-Up Notification

☐ No ☐ Run-Out Notification



Verizon LTE 9:39 AM 49%

P&A GROUP EST. 1975

Upload a Claim / Documentation

When uploading your claim, please be sure to choose the correct claim type AND include all requested documentation including any letters or e-mails you have received from P&A. An incorrect claim type and/or documentation may result in processing errors or delays. [HELP](#)

Claim Type

Claim Type

Continue

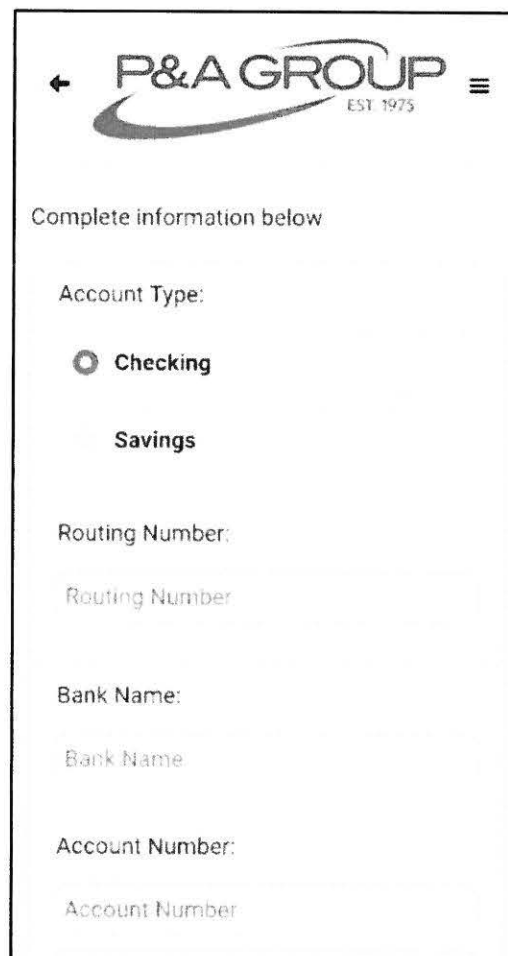
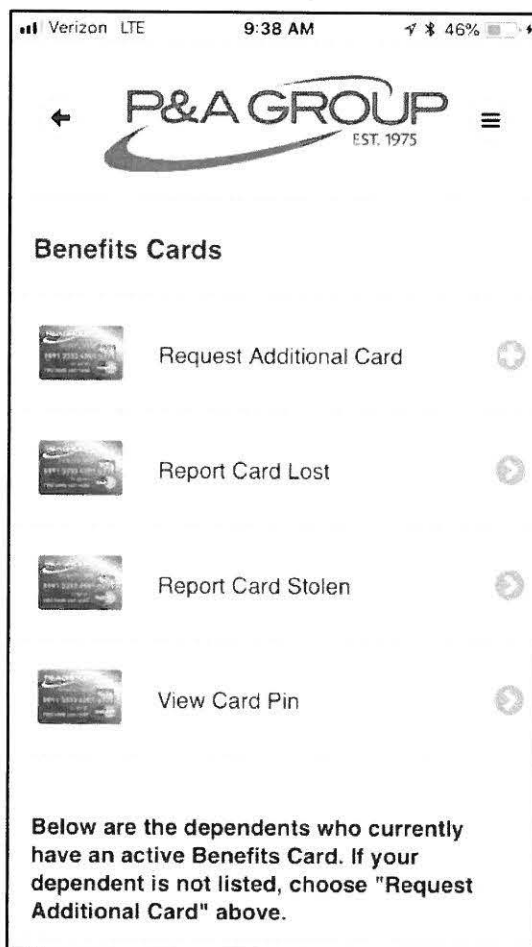
1-800-688-2611 © P&A Group 2019 v1.0.12

SECTION 1

Description of Services: FSA – Cont'd

Sample Mobile App & Site communication material is available for your review in **Attachment D**. Additionally, you can now perform the following NEW account management task directly from Mobile App & Site:

- Order a new or additional Benefits Card, or report a card lost/stolen - view all active Benefits Cards and details
- Enroll in direct deposit - you can also update ACH information. Confirmation emails are sent automatically when changes are made
- View denied claim details in real-time



The screenshot shows the P&A Group mobile app interface for account setup. At the top, the status bar indicates Verizon LTE, 9:38 AM, and 46% battery. The app header features the P&A Group logo with "EST. 1975" and a hamburger menu icon. Below the header, the section is titled "Complete information below". There are four input fields: "Account Type:" with radio buttons for "Checking" (selected) and "Savings"; "Routing Number:" with a text input field; "Bank Name:" with a text input field; and "Account Number:" with a text input field.

SECTION 1

References

CLIENT REFERENCES:

Company: City of Buffalo
Address: 1006 City Hall
Buffalo, NY 14202
Contact: Tracey Healy – Director of Comp & Benefits
Phone: (716)851-5994
Email: thealy@ch.ci.buffalo.ny.us
P&A Client Since: 1/1/2000 - Present
Services Provided: FSA, HRA, & Commuter

Company: County of Erie
Address: Room 604
95 Franklin Street
Buffalo, NY 14202
Contact: Shawn Lavin – Assistant to Commissioner of Personnel
Phone: (716) 858-8461
Email: Shawn.Lavin@erie.gov
P&A Client Since: 1/1/2001 - Present
Services Provided: FSA, HRA, Commuter & COBRA

Company: City of San Jose
Address: 200 E. Santa Clara Street
San Jose, CA 95113
Contact: Emily Hendon – Senior Analyst
Phone: (408) 975-1448
Email: Emily.Hendon@sanjoseca.gov
P&A Client Since: 1/1/2015 - Present
Services Provided: FSA & Commuter

SECTION 2

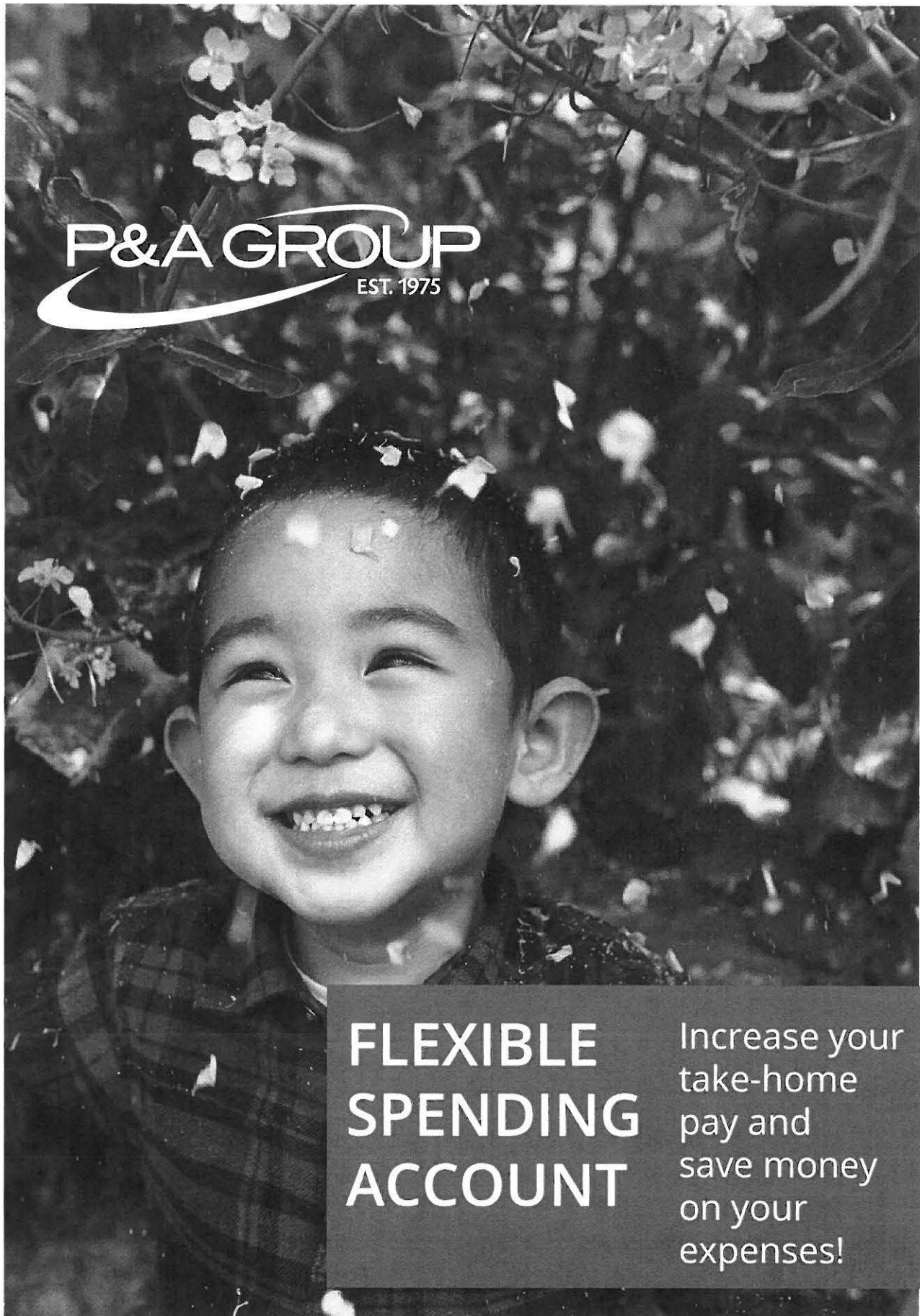
SECTION 2**Pricing**

Our FSA administration pricing is as follows:

SERVICES	ADMINISTRATIVE FEES
FSA Administration	
Initial Set-up Fees	WAIVED
Minimum Monthly Fee	NO FEE
Annual Fee	NO FEE
Renewal Fee	NO FEE
Rate Guarantee	5 years
Monthly Administrative Fee (Per Participant Per Month)	
Flexible Spending Account:	
➤ Health Care FSA	\$3.20
➤ Dependent Care FSA	\$3.20
➤ Individual Premium Reimbursement Account (optional)	\$3.20
➤ Adoption Assistance Account (optional)	\$3.20
➤ Enrolled in 1 or more FSA accounts	\$3.20
Debit Card	INCLUDED
Additional/Replacement Debit Cards	NO FEE
Online Claims Submission	INCLUDED
QuikClaim (Mobile Site)	INCLUDED
Claims Processing (24/7)	INCLUDED
Direct Deposit or Check Reimbursements	INCLUDED
Enrollment Meetings (onsite, webinar)	INCLUDED
Enrollment Materials for Employees	INCLUDED
Legal Documents (SPD, Plan Document)	INCLUDED
IRS Non-Discrimination Testing	INCLUDED
HIPAA/HITECH Compliance	INCLUDED
Employer Reports (HR Connect)	INCLUDED
Employer Online Services (HR Connect)	INCLUDED
Employee Online Services (My Benefits)	INCLUDED
Customer Service (English & Spanish)	INCLUDED
Technological Tools (Mobile Site, SMS Texting, Live Chat)	INCLUDED
IVR System (toll-free/English & Spanish)	INCLUDED
FSA Store	INCLUDED

ATTACHMENTS

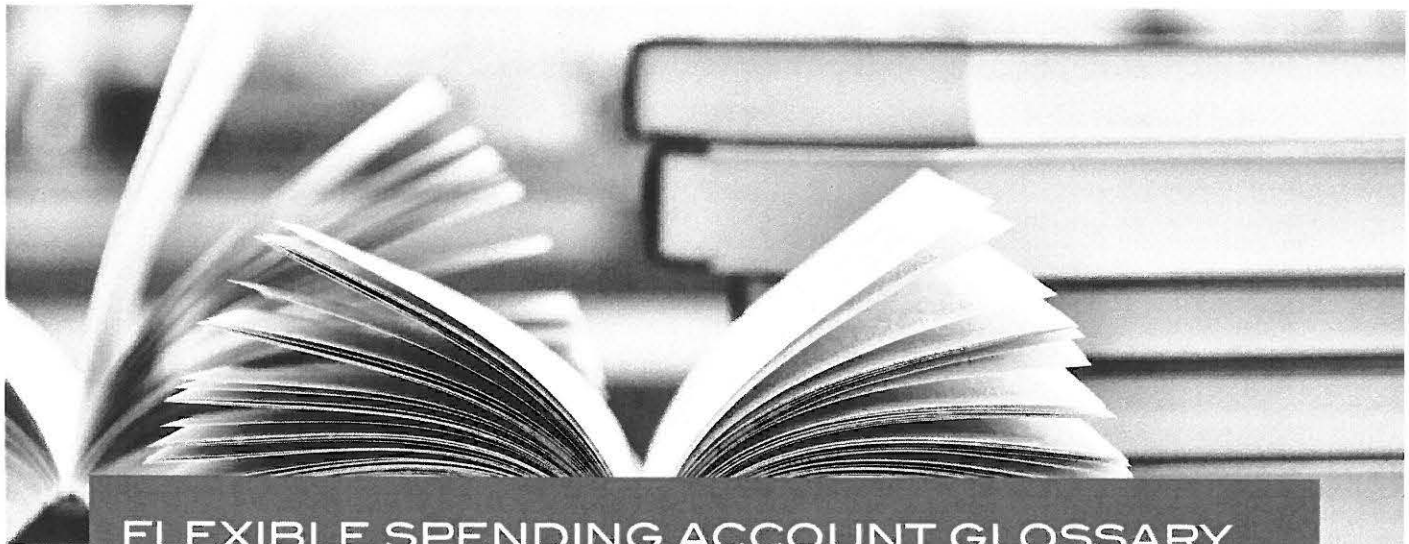
SECTION



P&A GROUP
EST. 1975

**FLEXIBLE
SPENDING
ACCOUNT**

Increase your
take-home
pay and
save money
on your
expenses!



FLEXIBLE SPENDING ACCOUNT GLOSSARY

Jargon, acronyms and terms - oh my! Are you unsure of what a certain word means? Search our glossary for definitions of commonly used words.

ANNUAL ELECTION AMOUNT - this is the total dollar amount you elect to put into your FSA at the beginning of each plan year.

DEPENDENT - a person whose expenses are eligible for reimbursement through the employee's FSA. A dependent also includes any child of a participant whose 27th birthday will not have occurred by the last day of the current calendar year. Please visit our website www.padmin.com for more information.

ELIGIBLE EXPENSE - items that are reimbursable under the FSA Plan are classified as "eligible expenses" according to IRS rules. For a detailed list of what is eligible please refer to page 10.

FICA - taxes collected for Social Security and Medicare benefits.

FLEXIBLE SPENDING ACCOUNT - also known as an FSA; a pre-tax benefit plan that enables the employee to save up to 30-40% on eligible expenses. By enrolling in this plan, the participant saves on state (except in New Jersey), federal and FICA taxes.

GRACE PERIOD - an employer-chosen provision that gives you two and a half months after the end of the plan year to incur eligible expenses, as long as you are actively enrolled as of the last day of the plan year.

HEALTH FSA CARRY FORWARD - an employer-chosen provision allowing up to a maximum of \$500 of unused Health FSA funds to carry forward into the next plan year.

OPEN ENROLLMENT - a designated time, prior to the start of your plan year, during which employees can enroll in the FSA plan and change their benefit elections.

PLAN YEAR - typically, a twelve month period during which the annual election is effective.

RUN-OUT PERIOD - a period of time after the plan year ends during which participants may submit receipts for expenses that were incurred during the plan year or grace period.

UNIFORM COVERAGE RULE - this rule allows you to access your entire annual election for the Health FSA immediately after the start of the plan year. All other accounts are "pay-as-you-go." This rule only applies for the Health Flexible Spending Account.

USE OR LOSE RULE - an IRS rule which states that employees must spend any remaining balance in their FSA by the end of the plan year. If you don't spend the money you forfeit it.

WHAT IS A FSA?

A Flexible Spending Account (FSA) is a pre-tax program your employer sponsors that allows you to save Federal, state and Social Security (FICA) taxes on eligible expenses. When you enroll in a FSA, you increase your take-home pay and improve your bottom line!



How It Works

Under this plan you can use pre-tax money to pay for up to four different kinds of expenses, including: your medical, dental and vision care expenses that are not covered by your insurance; the cost of caring for a dependent while you work; the cost of dental, vision and accident insurance not provided by your employer; and, your cost for adopting a child.

When You Enroll

When you enroll you determine the amount of expenses you anticipate for the upcoming year. The benefits you elect are paid for with pre-tax dollars deducted from your paycheck each payroll period. These dollars are subtracted from your gross earnings before taxes are taken out.

Your Benefits Are Enhanced

FSAs are designed to cut predictable costs while increasing your take-home pay. Maximize every dollar by taking advantage of this benefit choice. Alleviate those high out-of-pocket expenses by enrolling in a plan that works for you.

Your Spendable Income Increases

When you elect pre-tax benefits under a flexible benefits plan, you lower your taxable income on your W-2; therefore, you pay less in taxes and increase your spendable income. Depending on your tax bracket, this plan can save you 30% to 40% on qualifying expenses.

Whose Expenses are Eligible?

Under the plan, only the expenses of a participant, a participant's spouse or a participant's dependent(s) qualify for pre-tax treatment. If you are unsure if a person qualifies as an eligible dependent, please refer to the P&A website for a more detailed definition.

On June 26, 2015 the Supreme Court ruled that same-sex marriage is legal throughout the United States. Going forward, qualifying expenses incurred by a same-sex spouse will be eligible for reimbursement under your Flexible Spending Account.



ENROLLMENT INFORMATION

How are benefits paid for?

Any benefits you elect are paid for with money that is withheld from your pay. These pay reductions do not count as income for income tax or Social Security tax purposes. This means that the Plan allows you to use tax-free dollars for expenses that would otherwise have to be paid for with money that you have already paid taxes on.

When can I enroll?

Participants can enroll in an account during their open enrollment. This is the period of time determined by the employer when employees can elect their benefits and determine how much money to put into an FSA.

May I change my benefit election?

You may only make a change in your election(s) during open enrollment. This means you may not make a change in your election(s) after the open enrollment period unless you experience a qualifying event, which includes the following:

- a change in legal status (e.g., marriage, death of your spouse, divorce, legal separation or annulment),
- a change in the number of your dependents due to events such as birth or adoption,
- a termination or commencement of employment by your spouse or dependent and,
- a change in the place where you, your spouse or dependent work or reside.

Changes must be requested within 30 days of the qualifying event.

IMPORTANT NOTE: Remember, unless you experience one of the limited circumstances allowing for election changes during the Plan Year, you will not be able to reduce or increase the amounts designated on your enrollment form, nor will you be able to change amounts from one account to another. This is why you are encouraged to plan carefully before you enroll in this Plan.

Will my Social Security benefits be affected by my contributions to the Plan?

Your Social Security benefits may be slightly reduced because, when your pay is reduced to cover your benefits under the Plan, the amount of contributions that are made to the federal Social Security system to provide you Social Security benefits also are reduced. However, for most employees, the reduction in Social Security benefits will be insignificant compared to the value of paying lower taxes today.



The "Use or Lose" Rule

Under IRS guidelines, if you contribute dollars to a reimbursement account and do not use all of the money you deposit, you will lose any remaining balance in the account at the end of the plan year. Only contribute money you are confident you will use during the plan year to pay for qualified expenses.

If your employer selects the option to add the grace period provision or Health FSA carry forward provision to the plan, the "use-or-lose" rule will be modified. Please check your Summary Plan Description (SPD) for details specific to your plan.

FLEXIBLE SPENDING ACCOUNT

TAX SAVINGS

Whether you are an individual, part of a dual-income household or a couple with one working spouse, a Flexible Spending Account will provide you with additional benefits and more take-home pay.

INDIVIDUAL

In the illustration below, the single employee earns \$30,000. She uses the flex plan to pay for her health insurance co-payments and deductibles, and vision insurance she purchases on her own. By using a flex plan, she increases her take-home pay by \$528. That is additional take-home pay she can use for herself!

WORKING COUPLE WITH DEPENDENTS

This husband and wife both work. They have two children. He makes \$30,000 and she earns \$42,000 per year. They use the flex plan to help pay for orthodontia and child care for their younger child. The couple

also use their flex plan to pay for vision insurance premiums for their child who is too old to be covered by their company plan. The chart shows that this couple increases their monthly take-home by \$207 a month or \$2,448 total this year. That gives them additional money for the emergency expenses every family has and allows them to set some money aside to fund an additional retirement plan.

COUPLE - ONE WORKING SPOUSE

With grown children and only one spouse working, this couple has no child-care expenses. The annual salary of the working spouse is \$54,000. They use the flex plan to pay the premium for non-employer vision insurance coverage, to meet their health insurance deductibles, and to pay dental care expenses. The flex plan increases the spouse's take-home pay by \$57 per month, or \$684 for the year – a nice raise for the family budget!

MONTHLY EXPENSES	INDIVIDUAL		WORKING COUPLE WITH DEPENDENTS		COUPLE - ONE WORKING SPOUSE	
	Without FSA	With FSA	Without FSA	With FSA	Without FSA	With FSA
Gross Monthly Income	\$2,500	\$2,500	\$6,000	\$6,000	\$4,500	\$4,500
Less Non-Deductible Benefits						
Non-Employer Vision Insurance Premiums		\$75		\$150		\$100
Medical/Dental Expenses		\$75		\$150		\$100
Child Care Expenses				\$400		
Total Monthly Income Subject to Tax	\$2,500	\$2,350	\$6,000	\$5,300	\$4,500	\$4,300
Monthly Federal & State Taxes*	\$297	\$265	\$528	\$378	\$210	\$168
Monthly Social Security & Medicare Taxes	\$191	\$180	\$459	\$405	\$344	\$329
After Tax Income	\$2,012	\$1,905	\$5,013	\$4,517	\$3,946	\$3,803
After Tax Expenses						
Non-Employer Vision Insurance Premiums	\$75		\$150		\$100	
Medical/Dental Expenses	\$75		\$150		\$100	
Child Care Expenses			\$400			
Monthly Spendable Income	\$1,862	\$1,905	\$4,313	\$4,517	\$3,746	\$3,803
Annual Increase in Take-Home Pay		\$516		\$2,448		\$684
*Federal and state taxes reflect 2017 federal tax rates and typical state taxes with standard deductions and exemptions.						



ACCOUNT OPTIONS AVAILABLE TO YOU

There are four different kinds of Flexible Spending Accounts available where you can use pre-tax dollars for specific expenses. Below is an outline of each account available to you.

HEALTH FLEXIBLE SPENDING ACCOUNT*



Covers medical, dental and vision expenses that are only partially covered or not covered at all by your insurance, including insurance deductibles, insurance co-payments and over-the-counter medications by prescription.

HEALTH FSA ANNUAL ELECTION AMOUNT

If you make an election under the Health FSA, the amount that you elect will be immediately credited to the account in your name. Starting on the first day of the Plan Year, you will be entitled to be reimbursed for claims up to the entire elected amount at any time during the Plan Year, even if the total salary reduction contributions that you have made to your Health FSA are less than the total amount of claims that you have submitted.

**The Health FSA is the only account where participants have access to their full annual election immediately. All other accounts accrue the election amount on a per pay deduction basis.*

DEPENDENT CARE ASSISTANCE ACCOUNT



Covers amounts you pay to daycare centers, after school programs, babysitters, caregivers or elder care so that you and your spouse can work.

INDIVIDUAL PREMIUM REIMBURSEMENT ACCOUNT



Allows you to be reimbursed for individual accident/vision/dental premiums or disability premiums not provided by your employer.

PLEASE NOTE: If you use this pre-tax account to pay for the cost of your individual disability policy, the benefit you would receive will be taxed. The IRS will not allow you to use tax-free dollars and receive a tax-free benefit for the same expense.

ADOPTION ASSISTANCE ACCOUNT

Reimburses you for the reasonable and necessary expenses that you incur in the process of adopting an eligible child, including adoption agency fees, court costs and attorney fees.

PLEASE NOTE: This account is subject to FICA taxes. You save only federal and state income taxes.



FLEXIBLE SPENDING ACCOUNT

CLAIMS & REIMBURSEMENT FAQs

How does P&A reimburse me?

The quickest way to receive your money is by direct deposit to your personal checking or savings account. You can sign up for direct deposit by logging into your account at www.padmin.com. You can also receive your money via check mailed to you at home. Once enrolled in direct deposit, all deposits are made through direct deposit until we are otherwise notified.

What is the maximum amount I can be reimbursed?

Medical, dental, vision expenses will be reimbursed based on the total amount indicated on the claim request. This amount must not exceed your total plan-year election amount.

Dependent care expenses will be reimbursed based on the amount indicated on the claims request up to the total amount in your account (payroll deducted) at the time the claim is received. Total amounts must not exceed your plan-year election amount and must be submitted with appropriate documentation to verify eligibility of expenses.

Minimum check reimbursement amount is \$25.00
Minimum direct deposit reimbursement amount is .25¢

What documentation do I need to submit in order to get reimbursed?

FOR THE HEALTH FSA:

- Insurance company statement or Explanation of Benefits (EOB)
- Itemized bill from the provider showing date of service, services rendered, provider of service, amount paid and, if applicable, amount covered by insurance
- Prescription claims MUST include the Rx pharmacy receipt with Rx number. Credit card receipts are not acceptable

FOR THE DEPENDENT CARE ASSISTANCE ACCOUNT:

A claim must include the name, address and taxpayer identification number of the dependent care service provider. In the case of a babysitter, the taxpayer identification number is the babysitter's Social Security Number. If you cannot remit a copy of your bill/contract, your daycare provider can sign your claim form which you can then upload as your "receipt."

FOR THE INDIVIDUAL PREMIUM REIMBURSEMENT ACCOUNT:

When submitting a claim for this account you must include a copy of the insurance company billing statement or vision/accident/dental COBRA invoice.

FOR THE ADOPTION ASSISTANCE ACCOUNT:

P&A must have evidence that you have started an adoption. This would be apparent if you submit a bill from an adoption agency or a document from a court indicating the nature of the judicial proceeding. Also, P&A must be able to see that expenses like travel costs are related to your adoption proceeding.

**RECEIVE FASTER REIMBURSEMENTS!
ENROLL IN DIRECT DEPOSIT!**

Go green with this paperless process and enjoy receiving your reimbursement quicker, without the hassle of a check.

Upload claims directly from your smartphone when you go to www.padmin.com and log into your account. It's fast, secure and built to meet your on-the-go needs!



FSA BENEFITS CARD

P&A offers a Benefits MasterCard to participating employers who choose this option for their employees. The Benefits Card is easy to use and it works like a debit card. Your card is activated automatically the first time you use it. Follow these quick steps below to use your card on all eligible FSA expenses!

- 1** When you incur an eligible expense present your Benefits Card to the provider of the goods or services you are purchasing.
- 2** Swipe your card at the point-of-service and the expense will automatically be deducted from your FSA balance.

Unable to Use Your Card? You Can Still Access Your FSA Funds.

If you are unable to use your Benefits Card you can still be reimbursed for all eligible expenses by submitting a claim and supporting documentation of your eligible expense to P&A Group (see page 7). P&A encourages you to save your receipts for all purchases in case documentation is requested. **NOTE:** The Benefits Card cannot be used at an ATM machine to withdraw cash.

Order a New Card or Additional Cards for Your Dependents

Your Benefits Card is valid for three years from the date of issue. When it's time for you to receive a new card, your card will automatically be mailed to your home address in a plain white envelope. Additional cards may be ordered online for your spouse or eligible dependent, as long as they're 18 years of age. To order a Benefits Card online, log into your P&A Account at www.padmin.com and click Benefits Card Order Form under Quick Links.



Swipe your
Benefits Card
and easily
use your FSA
on eligible
products and
services!

FLEXIBLE SPENDING ACCOUNT



SUBMIT A CLAIM

Anytime,
anywhere.

QuikClaim Mobile Claim Submission*

Submit a claim directly from your smartphone! First, capture a picture of your receipt or other supporting documentation for your eligible expense. Next, go to our website on your smartphone - www.padmin.com - and log into your P&A Account. Select Upload and follow the prompts on your screen.

Upload a Claim Electronically

Upload proof of purchase for your eligible expense (i.e., cash register receipt, EOB) by first scanning the documentation into your computer. Then log into your account and select Upload Claim/Documentation.

File a Paper Claim

Claims can also be faxed or mailed. Complete a claim form (log into your account at www.padmin.com to access and print the form) and fax or mail to P&A Group, along with proof of purchase of your eligible expense (i.e., itemized receipt, EOB).

Toll-free fax: (877) 855-7105

Mail: 17 Court Street, Suite 500 Buffalo, NY 14202

Claims can be submitted for reimbursement for qualified expenses incurred during the plan year. Each plan allows for a "run-out" period at the end of the plan year where claims incurred during the plan year can be submitted. (Refer to your plan summary for the "run-out" time period allowed.)

Reimbursements are based on when the service is provided, not when the service is billed or paid.

*Not all mobile claim upload features are currently available on all mobile devices or with all operating systems. Wireless carrier fees may apply. Requires at least a 2-megapixel camera.



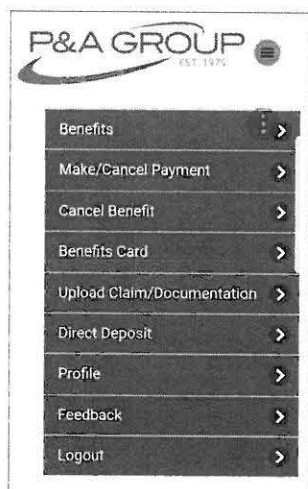
P&A GROUP MOBILE TECHNOLOGY

Getting quick and easy access to your account(s) has never been easier. P&A Group offers mobile tools for convenient account management.

Mobile Site

P&A Group's mobile site allows you to manage your account directly from your smartphone or mobile device. Use the navigation menu to get where you want to go - fast. From checking your account balance, to viewing your claim status, you have quick access to all your important account details. You can also:

- Order a new or additional Benefits Cards
- Enroll in direct deposit or update your bank info
- Submit claims through QuikClaim (see below)



Access P&A's mobile site on your smartphone or tablet by visiting www.padmin.com.

QuikClaim

Submit your claims electronically. Log into your account and upload a claim, along with any supporting documentation.

Text Messaging Options

Receive on-the-go account information via text message once you update your online profile with your mobile number. To use the text messaging option, please log into your P&A account. Under Profile, update your cell phone number - and that's it! You'll then be setup to use P&A's text messaging codes. Text any of the codes below to the number 70626 and you'll receive a text message with updated account information.

Feature	Text Code	Instructions
Account balance	BAL	Text BAL to receive a text message with your account balance
Claim Status	CLM	Check the status of your most recent claim
History of Last Five Reimbursements	HIS	Instantly get an update on your last five reimbursements
Deposit Update	DEP	View your last five deposits into your account(s)

FLEXIBLE SPENDING ACCOUNT

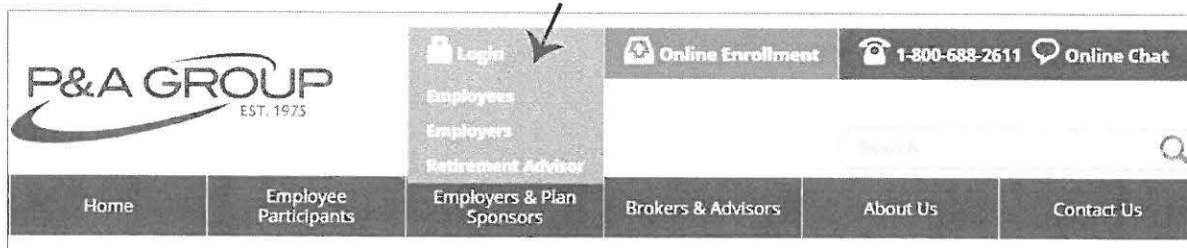
VISIT OUR WEBSITE @ WWW.PADMIN.COM

Go to www.padmin.com to log into your account, access tools to help you manage your plan, or connect with a P&A Group representative.

Managing your plan should be simple. At P&A Group, we provide you with all the tools you need to ensure you can easily manage your account. Discover our streamlined tools and applications built specifically for you, to make account management convenient and straightforward. View your account balance or claim history, submit a claim electronically, or talk with a customer service representative through online web chat.

How to Log Into Your Account

Access your online account by using P&A's secure website www.padmin.com. Select Login at the top of the homepage and choose Employees from the drop down menu (see below). Enter your username and password in the **My Benefits Account Login** box. If this is your first time logging in, click first time logging in link to create your unique username and password.



NEED HELP? WE'RE HERE FOR YOU.

Customer Service Options

24/7 account access via IVR at (800) 688-2611

Toll-free account information available in English & Spanish

Customer service representatives available Monday through Friday, 8:30 am to 10:00 pm ET

Live online chat available during customer service hours

Phone: (800) 688-2611 **Web:** www.padmin.com **Mailing Address:** 17 Court Street, Suite 500 Buffalo, NY 14202





SAMPLE ELIGIBLE EXPENSES FOR FSA REIMBURSEMENTS

Eligible Health FSA Expenses

-
- | | | |
|---|--|---|
| <ul style="list-style-type: none"> • Acupuncture • Alcoholism treatment • Ambulance • Artificial teeth/dentures • Bandages • Blood pressure monitors • Braces • Braille-books and magazines • Breast pumps and lactation supplies • Cancer screening • Chiropractors • Chondroitin • Co-insurance amount you pay • Co-pay amount you pay • Compression hose • Condoms • Contact lenses and eyeglasses • Contact lens solutions • Cold/hot packs • Cost of medically necessary operations and related treatments • Crutches • Deductible medical coverage (amounts you pay) • Dental fees • Diabetic supplies • Drug addiction treatment • Eye exams, eye glasses, eye surgery | <ul style="list-style-type: none"> • Fertility treatments (in vitro fertilization, surgery) • Glucosamine • Guide dog/service animal (including purchase, maintenance) • Intellectually/developmentally disabled person's school and education (i.e., payments made for a mentally impaired or physically disabled person to attend a special school including tuition, meals and lodging) • Hearing devices and batteries • Hospital services • Incontinence products • Infertility treatments • Insulin • Laboratory fees • Lamaze classes • Lead-base paint removal (for children with lead poisoning) • Medical alert bracelets • Medical information plan • Mentally handicapped persons cost of special home care • Nurses fees (including nurses' board and social security tax paid by you) • Obstetrical expenses • Orthotics • Oxygen | <ul style="list-style-type: none"> • Prosthesis • Pregnancy tests • Prenatal vitamins • Psychiatrists' and psychologists' fees • Radial keratotomy and Lasik eye surgery • Routine physical & other non diagnostic services or treatments • Smoking cessation programs • Speech therapy • Special education for the blind • Special plumbing for handicapped • Sterilization (i.e., tubal ligation, vasectomy) and reversal • Surgical fees • Telephone, special for hearing impaired • Television audio display equipment for hearing impaired • Therapeutic care for drug and alcohol addiction received as medical treatment • Thermometers • Transportation expenses for person to receive medical care • Vaccines • Walkers • Wheelchair • X-rays |
|---|--|---|

Eligible Health FSA Expenses Only with a Prescription or Letter of Medical Necessity Form

-
- | | | |
|--|--|---|
| <ul style="list-style-type: none"> • Analgesics, fever reducers, pain reducers (aspirin, ibuprofen, acetaminophen) • Antacids and heartburn relief • Antibiotic ointments • Anti-itch creams and hydrocortisone creams • Allergy medication, nasal sprays • Arthritis pain relieving creams • Athlete's foot treatment, anti-fungal creams • Birth control • Cold medicines, tablets, syrups, cough drops & lozenges • Diaper rash ointment • Dietary supplements • Doula • Ear wax removal kits • Eczema treatments | <ul style="list-style-type: none"> • Exercise programs or equipment • Fiber supplements • First-aid cream • Hemorrhoid treatments • Humidifier • Hypnosis • Infertility treatments • Lactose intolerance tablets • Latex gloves • Laxatives • Massage therapy, rolfing therapy • Menstrual pain relievers • Mineral supplements • Motion sickness pills • Nasal spray and strips • Nicotine gum, patches • Occupational therapy | <ul style="list-style-type: none"> • Orthopedic shoes (<i>Reimbursement is permitted for the cost difference between orthopedic shoes and regular shoes.</i>) • Over-the-counter medications • Petroleum jelly • Rogaine® • Scooter, electric • Sinus medication • Stomach and digestive relief items • Sunburn cream (Solarcaine) • Toothache and teething pain relievers • Urinary pain relief medication • Varicose vein, treatment of • Vitamins • Wart removal medication • Yeast infection medication |
|--|--|---|

FLEXIBLE SPENDING ACCOUNT

SAMPLE ELIGIBLE EXPENSES FOR FSA REIMBURSEMENTS

Never Eligible

-
- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • COBRA premiums • Concierge service fees - <i>only medical services actually provided are eligible for reimbursement; membership fees for concierge services are not eligible for reimbursement</i> • Cosmetic products and cosmetic surgery (unless to remediate damage from an illness or injury) | <ul style="list-style-type: none"> • Disposable diapers • Diet program foods • Electrolysis • Feminine hygiene products • Fitness programs* • Hair transplants* • Hand sanitizer • Household help | <ul style="list-style-type: none"> • Maternity clothes • Teeth whitening* <p><i>*Unless prescribed by a doctor to treat an existing illness or injury.</i></p> |
|--|---|--|

Eligible Dependent Care FSA Expenses

-
- | | | |
|--|--|---|
| <ul style="list-style-type: none"> • Babysitters • Daycare centers | <ul style="list-style-type: none"> • Nursery schools • After-school programs | <ul style="list-style-type: none"> • Day camp • Eldercare • (Overnight camps are NOT eligible) |
|--|--|---|

Eligible Individual Premium FSA Expenses

-
- Individual dental/vision/accident coverage*
 - Individual disability premiums*

***PLEASE NOTE:** If you use this pre-tax account to pay for the cost of your individual disability policy, the benefit you would receive will be taxed. The IRS will not allow you to use tax-free dollars and receive a tax-free benefit for the same expense.

Eligible Adoption Assistance FSA Expenses

-
- | | | |
|--|--|---|
| <ul style="list-style-type: none"> • Reasonable and necessary adoption fees | <ul style="list-style-type: none"> • Court costs • Attorney's fees | <ul style="list-style-type: none"> • Travel expenses |
|--|--|---|



Expense eligibility is subject to change. If you are unsure if an expense is eligible for reimbursement, please call P&A Group at (800) 688-2611 or chat with customer service through online webchat at www.padmin.com. For a more extensive eligible expense list, you can also visit www.padmin.com.



FSA Store[®]

Shop for your FSA-eligible health needs through FSA Store, P&A's vendor partner and the largest selection of guaranteed FSA-eligible products.

Visit www.padmin.com/fsaextras and get instant access to great deals and more, including money-saving tips from a Learning Center, an Eligibility List and other features to help answer your toughest FSA questions.



FLEXIBLE SPENDING ACCOUNT

LETTER OF MEDICAL NECESSITY FORM

Sign this form and submit it to P&A Group
 Fax: (877) 855-7105 Mail: P&A Group 17
 Court Street Suite 500 Buffalo, NY 14202
 (800) 688-2611 | www.padmin.com
 Hours: M - F, 8:30 am - 10:00 pm ET.

Certain Flexible Spending Account (FSA) items are eligible for reimbursement only if a letter of medical necessity is provided. The letter must include the diagnosis of a medical condition and state that the expense is necessary to treat the medical diagnosis. It must also include the length of treatment. Examples of expenses that are deemed as medically necessary in order to treat a medical condition (and therefore are eligible for reimbursement under the FSA plan) include massages, gym memberships and weight loss programs. Your physician must complete and sign the form below, thereby acknowledging that the medical expense is being used to treat a medical condition.

PLEASE READ: This form is valid for one year from the date of signature. A new letter of medical necessity form must be submitted annually. This form is not to be used for reimbursement of over-the-counter medications. Those items require a doctor's prescription as part of the Health Care Reform Act.

EMPLOYEE INFORMATION

Company Name		Employee DOB
Employee Last Name	Employee First Name	Last 4 Digits of SSN or Member ID #
Patient Last Name (if different than above)		Patient First Name (if different than above)

PHYSICIAN'S DIAGNOSIS

This section must be completed by the attending physician to confirm if treatment is necessary for a specific medical condition.

Healthcare Provider Name	Provider License No.	Healthcare Provider Phone No.
Diagnosis Date (mm/dd/yyyy)	Treatment Start Date (mm/dd/yyyy)	Treatment End Date (mm/dd/yyyy)
/ /	/ /	/ /
Please diagnose the medical condition being treated		
Describe the required treatment		

I assert that this treatment is medically necessary to treat the specific medical condition noted above. This treatment is not in any way intended for general health maintenance or cosmetic purposes.

Healthcare Provider Signature: X

Date: / /



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FLEXIBLE SPENDING ACCOUNT**AUTHORIZATION FOR RELEASE OF INFORMATION**

The HIPAA law was enacted to ensure your healthcare information remains private. As the employee and holder of the spending account, you may want to authorize someone other than yourself to have access to your P&A Group claim and plan information. For example, you may ask your spouse to contact P&A and inquire about a claim. By law, our customer service agents cannot speak to your spouse unless you have authorized the disclosure of protected health information in writing. In order to make the transition of information as seamless as possible, please complete this form and submit it to P&A. Please note, this form can be completed electronically by logging into your P&A Account. You also have the option of sending this form to P&A via fax or mail.

Fax: (877) 855-7105 Mail: 17 Court Street Suite 500 Buffalo, NY 14202

I. INFORMATION ABOUT THE USE OR DISCLOSURE

I hereby authorize the use or disclosure of my individually identifiable information as described below. I understand that this authorization is voluntary and that I may revoke it at any time by submitting my revocation in writing to the entity providing the information.

Participant name: _____

SSN Number: _____

Persons authorized to receive the information: _____

Relationship to the participant, including authority for status as representative: _____

☐ I authorize any and all information shared with the above named persons, with the following exception(s): _____

Unless otherwise revoked, this authorization will expire on the following date: ____/____/____

If I fail to specify a date, this authorization will expire when I cease to be a participant under this plan.

II. IMPORTANT INFORMATION ABOUT YOUR RIGHTS

I have read and understand the following statements about my rights:

- I may revoke this authorization at any time by notifying the providing organization in writing, but the revocation will not have any affect on any actions the entity took before it received the revocation.
- I may see and copy the information described on this form if I ask for it.
- I am not required to sign this form to receive my health care benefits (enrollment, treatment or payment).
- The information that is used or disclosed pursuant to this authorization may be re-disclosed by the receiving entity. I have the right to seek assurances from the above-named persons/organizations authorized to receive the information that they will not re-disclose the information to any other party without my further authorization.

III. SIGNATURE OF PARTICIPANT

Signature of participant _____

Date ____/____/____



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FLEXIBLE SPENDING ACCOUNT

DEPENDENT CARE GUIDELINES

QUALIFYING INDIVIDUALS

Dependent care expenses must be provided to Qualifying Individuals. A Qualifying Individual is defined as any of the following:

1. A person under age 13 who is your "qualifying child" under the Internal Revenue Code (the "Code"), i.e., (a) he or she has the same principal residence as you for more than half the year; (b) he or she is your child or step-child (by blood or adoption), foster child, sibling or step-sibling, or a descendant of one of them; and (c) he or she does not provide more than half of his or her own support for the year.

If you are divorced or separated, you must be the primary custodial parent of your child in order to be eligible for this account (irrespective of whether which parent may claim a personal exemption for the child on his or her federal income tax return). Non-custodial parents may wish to check with your legal or tax advisor to see if special rules apply to you that would enable you to utilize this account.

2. Your spouse if he or she is physically or mentally incapable of self-care and has the same principal abode as you for more than half the year.

3. A person who is physically or mentally incapable of self-care, has the same principal abode as you for more than half the year and is your tax dependent under the Code (for this purpose, status as a tax dependent is determined without regard to the gross income limitation for a "qualifying relative" and certain other provisions of the Code's definition).

ELIGIBLE EXPENSES

Eligible expenses are defined as those that enable you (and your spouse, if any) to be gainfully employed* or to seek employment. They include the following:

1. Expenses for services provided by a dependent care center (including a day camp) that complies with all applicable state and local laws and regulations;
2. Expenses for the care of a Qualifying individual or for household services attributable in part to the care of a Qualifying individual;
3. Expenses for services outside of your household for the care of a qualifying individual other than a person under age 13 who is your qualifying child, provided that qualifying individual regularly spends at least eight hours per day in your household.

In the case of any expenses for dependent care services provided by a child of yours, that child must be at least 19 years old at the end of the year in which the services were provided.

**If your spouse is a full-time student or is physically or mentally not capable of self-care, he or she is treated as if gainfully employed. A spouse is a "full-time student" if he or she is enrolled at and attends a school for the number of hours or classes that the school considers full time. Your spouse must have been a student for some part of each of five calendar months during the year.*

PROHIBITED EXPENDITURES

Expenditures that are prohibited for reimbursement include the following:

1. Babysitting for social events;
2. Educational expenses;
3. Charges for overnight camp;
4. Expenses that you will take as a child care tax credit on your income tax return; and
5. Expenses for services provided by your spouse, by a parent of your under-age-13 qualifying child or by a person for whom you or your spouse is entitled to claim a personal exemption on a federal income tax return.

MAXIMUM ANNUAL CONTRIBUTION

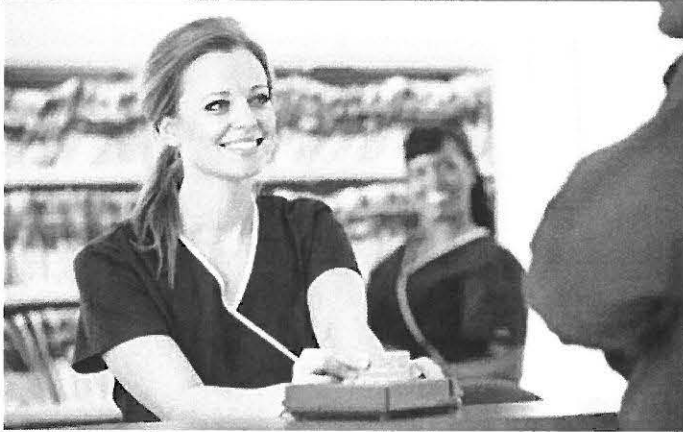
The maximum annual contribution is \$5,000 (\$2,500 if you are married and file separate income tax returns), but no more than the lesser of the earned income of you or your spouse. If your spouse is a full-time student or incapacitated, the maximum annual election is \$3,000 for one child or \$5,000 for two or more children. (Amounts subject to change due to IRS guidelines.)



Administered Around You

P&A Group
17 Court Street
Buffalo, N.Y. 14202
www.padmin.com
(800) 688-2611
082018V4

P&A BENEFITS CARD



Eliminate your double out-of-pocket exposure by using the benefits card for eligible expenses at the point-of-service, like a doctor's office or pharmacy. The Benefits Card brings you convenience at your fingertips that saves you time- and makes participating in your benefit plan even easier!

YOUR BENEFITS JUST GOT EASIER.

Use the card just like any other debit card to pay for eligible medical, dental, vision and dependent care expenses, depending on your plan design. When you swipe the card the data is captured electronically and automatically debited from your account. The Benefits Card recognizes Merchant Category Codes (MCCs) and the Inventory Information Approval System (IIAS) so only eligible expenses are charged at pre-approved stores.

- ✓ Improve personal cash flow!
- ✓ Reduce the hassle of submitting claims and waiting for reimbursements
- ✓ Receive additional free cards for your spouse or dependents
- ✓ Real-time account balance available 24/7 at www.padmin.com



What if my provider doesn't accept credit or debit cards?

You can still be reimbursed for your eligible expense. Simply pay out-of-pocket for your expense and save your receipt. Then, submit a claim to P&A, along with a copy of your receipt. Claims can be uploaded directly from your smartphone to P&A through QuikClaim, the P&A mobile claim submission feature. You also have the option to complete a paper claim form and submit it via fax or mail. Forms can be found at www.padmin.com under Employee Participants- Quick Links- Forms.

How do I order additional cards?

Your debit card is valid for three years from the date of issue. To order an additional card for your spouse or eligible dependent or to report a lost or stolen card, log into your P&A account at www.padmin.com and select the Benefits Card Order Form. For additional assistance ordering a new card, please contact the P&A Customer Service Team at (800) 688-2611.

Customer service

Contact P&A's customer service team Monday - Friday 8:30 AM - 10:00 PM ET. Give us a call at (800) 688-2611 or chat with one of our customer service representatives online through our live webchat feature. To access online chat, go to www.padmin.com and select the online chat box located in the upper right hand corner.

(800) 688-2611 www.padmin.com

Los Angeles | Buffalo | New York City | Raleigh

P&A GROUP

UNDERSTANDING YOUR HEALTH FSA & HRA BENEFITS CARDS



As of July 1, 2009, Health FSA and HRA benefit cards can only be used at stores that support the Inventory Information Approval System (IIAS).

Drugstores or pharmacies that don't utilize IIAS can only authorize health FSA and HRA benefit card transactions if they meet the requirements of the 90% Rule. The rule states that the benefits card can be used at drugstores and pharmacies that have 90% or more of gross sales from eligible healthcare items.

WHAT IS IIAS?

IIAS is a technology that retailers use in order to identify items that are eligible under a Flexible Spending Account (FSA) or a Health Reimbursement Arrangement (HRA). Under this system scanned items are recognized as eligible or ineligible healthcare expenses at the time of purchase. This auto adjudication capability eliminates the need for paper claim substantiation.

The benefits card can also be used at mixed-use merchants, such as supermarkets, large drugstores and superstores. These are merchants who sell both healthcare eligible and ineligible items. The Internal Revenue Service passed a rule requiring these types of merchants to adopt the IIAS in order to accept benefit cards. The retailer's point of sale system identifies eligible healthcare FSA and HRA purchases by comparing the inventory control information (i.e., UPC or SKU number) for the items being purchased against a pre-established list of eligible expenses.

WHAT ARE ADVANTAGES OF THE BENEFITS CARD?

- Limits your double out-of-pocket exposure
- Reduces manual paperwork
- Integrates HRA and FSA plans with one card solution



WHAT SHOULD I DO IF A STORE DECLINES MY HEALTH BENEFITS CARD?

If your benefits card transaction is declined at the point-of-purchase, you are still eligible to submit a claim for reimbursement as long as the item you purchase is an IRS approved expense. You may upload a claim from our website or from your smartphone. Printable claim forms are also available on our website for mailed or faxed submittal. A receipt is required when submitting a claim. Reimbursement is received by check, or sign up for direct deposit and have your funds submitted automatically to your checking or savings account. For a list of IRS eligible expenses please visit our website at www.padmin.com.

HOW CAN I TELL IF A STORE HAS IMPLEMENTED IIAS?

Many of the large chain retailers, such as Walmart, Walgreens and CVS, already utilize IIAS. Patrons of smaller local stores may not be able to use the benefits card, and it is advised that you check with the retailer to be certain it utilizes IIAS. However, you will still be able to submit your receipts and receive reimbursement for eligible FSA and HRA items.

(800) 688-2611 • www.padmin.com

New York City | Buffalo | Los Angeles | Raleigh | Baltimore

HOW TO ACCESS *My Benefits*



Follow the steps below to login and access your P&A benefit account(s). It's fast, easy and allows you to have 24 hour access to your accounts!

Go to the P&A homepage at www.padmin.com and navigate to the blue login tab at the top of the homepage. Select Employees.



Log into your account underneath the My Benefits Account Login box. Enter your username and password credentials and click the "Submit" button. NOTE: If you press the Enter key on your keyboard instead of "Submit," it will not work. If you are a first time user, please click on the "First Time Logging In" link located near the submit button. You will then be prompted to create a username and password for your account.



Home > Employee Participants > Account Login

ACCOUNT LOGIN

My Benefits Account Login

Username

Password

[Forgot your username or password?](#) [First time logging in? Sign up here.](#) **SUBMIT**

HOW TO ACCESS *My Benefits*



Once you log in you will reach your "My Benefits Summary," which lists the summary of each plan made available to you through your employer.

FSA

-- Choose an action --

Plan Summary

Plan ID: DEMO1415

Plan type: UNREIMBURSED MEDICAL ACCOUNT

Plan year start date: 05/01/2014

Plan year end date: 04/30/2015

Final date to submit claims: 09/30/2014

Status: Active

Election amount: \$1,800.00

Available funds: \$1,645.00

Amount contributed: \$69.23

Total of claims submitted: \$155.00

Total of claims paid: \$155.00

Show/Hide Plan Details



Click "Show/Hide Plan Details" on your plan summary to see your claims submitted, pending claims, claims paid and contributions.

Plan Details

Claims Submitted | Pending Payment | **Claims Paid** | Contributions

Check Number	Claim Number	Payment Type	Date	Amount	Memo
1019052	1897025	Check	07/03/2014	\$125.00	UPV269847
1019052	1904626	Check	07/03/2014	\$5.00	UPV275625
3163475	3163475	N/A	05/13/2014	\$25.00	N/A

P&A CUSTOMER SERVICE

HOURS: Monday - Friday, 8:30 AM - 10:00 PM ET

PHONE: (800) 688-2611

WEB: www.padmin.com - Contact Us

UPLOAD A CLAIM



1. Go to www.padmin.com and log into your account. You are now in the **My Benefits** portal.
2. Hover your mouse over **Member Tools** at the top of the navigation bar. Click **Upload a Claim**.
3. Using the drop down menu, select the claim type. If you are submitting a new claim select **New Claim**.
4. Next you will be prompted to choose from which account you are requesting reimbursement. If you have multiple P&A accounts make sure you select the appropriate account.
5. Enter the dollar amount requested for the claim.
6. If you need to attach a document, click **Browse files** and then select the documents you wish to upload. **In order to successfully upload a document, the document must first be scanned and saved electronically on your computer.* After all documents are attached click **Continue**.
7. View summary of uploaded claims. If you want to submit another claim click **Add Another Claim**. **This option will automatically select the same claim type you have previously chosen. If you want to submit a different claim type you must first complete the current claims process.*
8. Once you have finished uploading your claims, click **Submit Claim**.
9. Authorization Agreement. You must check the box and select **Submit**.
10. Confirmation Number. A confirmation containing a UPV number will be sent to your e-mail address we have on file. If you have not provided your e-mail address to us, please write down your UPV number and store it in safe place. You will need this number to track your claim on our website, or when inquiring about a claim to our customer service team.

www.padmin.com | (800) 688-2611
Hours: Monday - Friday 8:30 AM - 10:00 PM ET
Buffalo | New York City | Los Angeles | Raleigh

P&A GROUP MOBILE FEATURES



Learn about P&A Group's latest technological enhancements, built specifically to give you added convenience. Get faster, direct access to your account today.

P&A MOBILE SITE

The P&A Group mobile website is designed to meet your on-the-go needs! Get direct access to your available account balance, contact our customer service department and link up with our facebook page. Go to www.padmin.com on your mobile phone to access the P&A mobile site.

QUICKCLAIM - P&A'S MOBILE CLAIM UPLOAD

Upload a claim and any supporting documentation directly from your mobile phone with P&A's QuikClaim feature. Go to www.padmin.com on your mobile device and log into your account. Select "Upload" from the menu at the top of the page. Choose your "Claim Type" and follow the prompts on your screen.

HOURS: 8:00 AM - 10:00 PM ET M-F
www.padmin.com • (800) 688-2611
 Buffalo | New York City | Los Angeles | Raleigh

TEXTING

Access your account information right from your mobile phone, anytime, anywhere! To setup this text messaging feature please log into your P&A online account. Under "Profile" enter your cell phone number and mobile carrier. You will then be setup to use the text messaging feature. Text the following codes to the number 70626 to receive updated, on-the-go account information.

Feature	Text Code	Instructions
Account Balance	BAL	Text BAL to receive a text message with your account balance
Claim Status	CLM	Check the status of your most recent claim
History of Your Last Five Reimbursements	HIS	Instantly get an update on your last five reimbursements
Deposit Update	DEP	View your last five deposits into your account(s)

QUIKCLAIM



Instantly upload claims and receipts directly from your smartphone with P&A Group's QuikClaim mobile submission.

Log into your P&A Group Account from your smartphone and follow the steps below. Check out our new "View Claims Paid" feature too!



HOW TO USE QUIKCLAIM*

1. From your smartphone, go to www.padmin.com and log into **My Benefits**.
2. Select **Upload**.
3. Select claim type. Choose your account and enter claim amount.
4. Upload your receipt/documentation by selecting **Add File**. This allows you to use your camera to take a picture of your receipt or select a picture of your receipt from your gallery.
5. Select **Continue**.
6. Review the claim, agree to the authorization statement and click **Submit**.
7. You have successfully submitted a claim!

Now you can retrieve your claim image when logged in from your mobile device under the "Claims Paid" option!

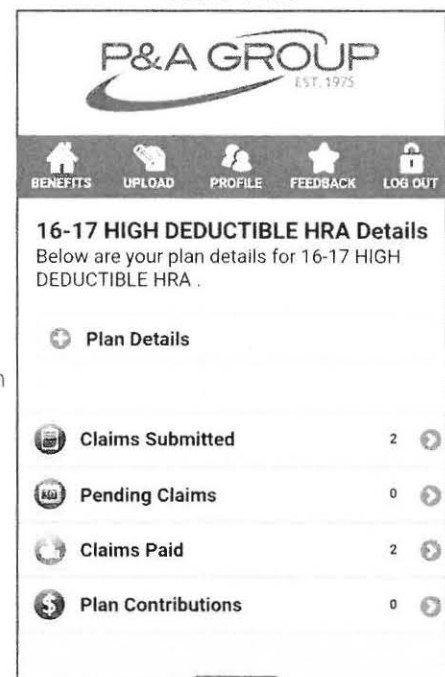
When you log into **My Benefits**, your P&A account(s) will be displayed on the screen. You can view claims submitted, pending claims, claims paid and plan contributions. Click on **Claims Paid** to see what you have paid to date for that account!

P&A GROUP CUSTOMER SERVICE

Hours: Monday - Friday, 8:30 AM - 10:00 PM ET

PH: (800) 688-2611 | Live Online Chat at www.padmin.com

EXAMPLE



**Not all mobile claim upload features are currently available on all mobile devices or with all operating systems. Wireless carrier fees may apply. Requires at least a 2-megapixel camera.*

Baltimore City Public Schools

Flexible Spending Account



WHAT IS A FLEXIBLE SPENDING ACCOUNT?

A Flexible Spending Account (FSA) allows you to set aside a portion of your pay pre-tax to use for medical, dental, vision, and child care/elder care expenses that are not covered by insurance, or only partially covered, as well as parking and transit commuter expenses. Because it is deducted from your pay before taxes, you can save up to 30% on your dollar (depending on your tax bracket). You need to estimate how much you usually spend for these types of expenses in a year and set aside that dollar amount into your chosen account(s). You do not need to be enrolled in Baltimore City Public School's health insurance plan in order to participate in the Flexible Spending Account.

Flexible Spending Accounts are designed to cut inevitable costs while increasing your take-home pay. Maximize every dollar by taking advantage of this benefit choice!



FLEXIBLE SPENDING ACCOUNTS AVAILABLE

Health Care FSA

Covers the cost of medical, dental, and vision expenses incurred by you and/or your eligible dependent(s). Eligible expenses include deductibles, co-pays, prescriptions, eyeglasses, and dental work.

Minimum Annual Election Amount: \$120

Maximum Annual Election Amount: \$2,500

Dependent Day Care FSA

This account does NOT reimburse medical expenses for your dependent(s). It is for qualified day care/ elder care expenses only.

Covers the amount you pay to daycare centers, baby sitters, after school programs, day camp programs (as long as the child is under age 13) and eldercare facilities.

Maximum Annual Election Amount: \$5,000

FSA RULES TO REMEMBER

- Plan Year: January 1, 2015 - December 31, 2015
- Grace period: An extension of the plan year during which participants can incur expenses and spend down remaining balances in their account(s). Participants have until March 15, 2016 to incur expenses. Claims incurred during the plan year and grace period can be submitted until April 30, 2016.
- Use or Los Rule: Unused money left over in your account at the end of the plan year **does not roll over!** Remember, only contribute money you are confident you will use to pay for qualified expenses during the plan year.

Note: The complete FSA brochure is available for you on the P&A Group website at www.padmin.com.

Baltimore City Public Schools

Flexible Spending Account



P&A BENEFITS CARD

Baltimore City Public Schools offers a Benefits MasterCard for employees who participate in the plan. Your debit card is valid for three years from the date of issue. When it is time for you to receive a new card your card will automatically be mailed to your home address in a plain white envelope.

The Benefits MasterCard works like a debit card. When you incur an eligible expense present your Benefits Card to the provider of the goods or services you are purchasing. Swipe your card at the point-of-service and the expense will automatically be deducted from your Pre-Tax Account balance. If you are unable to use your Benefits Card you can still be reimbursed for all eligible expenses. Make sure to save a copy of your receipt to submit when you file a claim. This card cannot be used at an ATM machine to withdraw cash.



P&A CUSTOMER SERVICE INFORMATION

Contact a customer representative via phone or use our live online chat feature!

HOURS: Monday - Friday 8:30 AM - 8:00 PM ET.

PHONE: (800) 688-2611

WEB: www.padmin.com



CLAIM SUBMISSION OPTIONS

MOBILE CLAIMS- QUIKCLAIM!

Instantly submit claims and receipts directly from your smartphone. Capture a picture of your receipt or other supporting documentation of your eligible expense. Log into your P&A Account from your smartphone and go to www.padmin.com. Select **Claim** and follow the prompts on your screen!



ELECTRONIC CLAIM UPLOAD

Enter claims directly online through our website (www.padmin.com) by logging into your account. Select **Upload a Claim** under the **Member Tools** tab. Follow the prompts on your screen!

PAPER CLAIMS

Claim forms are available online at www.padmin.com.

FAX: (877) 855-7105

MAILING ADDRESS: P&A Group 17 Court St. Suite 500
Buffalo, NY 14202

**When submitting a claim make sure to include a proof of service documentation (register receipts, etc).*

Balance alerts are available by updating your online P&A profile with your mobile number. Text BAL to 70626 to receive your account balance via text message anytime, anywhere.

CONNECT WITH US!





FLEXIBLE SPENDING ACCOUNT

FSA RULES TO REMEMBER

Open Enrollment

November 1, 2018 -
December 14, 2018

Plan Year

January 1, 2019 - December
31, 2019.

Grace Period

You have until March 15,
2020 to incur expenses.

Run-Out Period

You have until June 30,
2020 to submit claims for
expenses incurred between
January 1, 2019 and March
15, 2020.

Use or Lose Rule

You will lose any remaining balance in the account at the end of the run-out period. Remember, only contribute money you are confident you will use to pay for qualified expenses during the plan year and grace period of January 1, 2019 - March 15, 2020. If you retire or terminate employment, expenses under the Health FSA need to be incurred prior to the termination date. If you are a Dependent Care participant, you can submit for expenses incurred throughout the remaining year.

New Hires

You can enroll on the 91st day of employment (see full brochure for details, see Note in red below).



WHAT IS A FLEXIBLE SPENDING ACCOUNT?

A Flexible Spending Account (FSA) allows you to set aside a portion of your pay pre-tax to use for medical, dental, vision, and child care/elder care expenses that are not covered by insurance, or only partially covered. Because it is deducted from your pay before taxes, you can save up to 30% on your dollar (depending on your tax bracket)! Estimate how much you usually spend on these types of expenses in a year and set aside that dollar amount into your FSA.

ACCOUNTS AVAILABLE

Health FSA

Covers the cost of medical, dental, and vision expenses incurred by you and/or your eligible dependent(s). Eligible expenses include deductibles, co-pays, prescriptions, eyeglasses, and dental work.

Minimum election amount: \$100 | Maximum election amount: \$2,700

Dependent Care/Daycare Assistance Account

Covers the amount you pay to daycare centers, babysitters, after school programs, day camp programs and elder care facilities.

Minimum election amount: \$100 | Maximum election amount: \$5,000

This account does NOT reimburse medical expenses for your dependent(s). It is for qualified daycare expenses only. For Dependent Care guidelines please refer to page 14 of the FSA brochure.

NOTE: The FSA Enrollment Guide is available on the BSC portal. Go to www.mymta.info and click on My Tax Favored Programs on the ribbons on the left. Then, click on the dark blue balloon on the Flexible Spending Accounts line to pull up the guide.

www.padmin.com

FLEXIBLE SPENDING ACCOUNT



HOW TO ENROLL

You may enroll during Open Enrollment, November 1- December 14, 24/7 via one of the following methods. You have until December 14, 2018 to make any changes to your 2019 elections.

ONLINE @ www.padmin.com

- Go to www.padmin.com, choose Online Enrollment at the top of the page and select FSA.
- If you previously created an online account, enter your username and password under **Existing User Sign-In**. Once logged in, click **Go to Online Enrollment**. Then, click **Enroll Now**. *First time users, you must use the **New User Sign-Up** box to access online enrollment. See below for more details.*
- Health FSA Election Page - you can choose to re-elect the same amount as last year, enroll with a new dollar amount or opt not to enroll. Make your selection and click **Next**.
- Dependent Care FSA Election Page - follow the same instructions in the step above. Click **Next**.
- Pre-Confirmation Page - view a summary of your elections for the new plan year. To make changes, click the blue pencil icon next to the account. If you have no edits, click **Next**.
- Enrollment Complete Page - choose to have your confirmation e-mailed to you, or print a copy.

ATTENTION FIRST-TIME ONLINE USERS: Use the **New User Sign-Up** box to access online enrollment. You must enter either your Employee ID Number or your Social Security Number as your user ID. Your Employee ID Number is the last four digits of your Social Security Number, your birth month and your birth date: (ssssmmdd). Once logged in, click **Enroll Now**.

PHONE / IVR: (877) 765-7137

- When prompted, enter your Employee Identification Number (ssssmmdd) then press #
- Enter your DOB (mmddyyyy)
- Follow the audio prompts to enroll in your medical or dependent care FSA. You will receive a confirmation number after you make your election.

P&A BENEFITS CARD

The MTA offers a Benefits MasterCard for employees who participate in the plan. The Benefits MasterCard works like a debit card. When you incur an eligible expense present your Benefits Card to the provider of the goods or services you are purchasing. Swipe your card at the point-of-service and the expense will automatically be deducted from your FSA balance. If you are unable to use your Benefits Card you can still be reimbursed for all eligible expenses. Save your receipt and submit a claim to P&A Group using one of the methods listed to the right. For all purchases we encourage you to save your receipts in case documentation is requested. **NOTE:** This card cannot be used at an ATM machine to withdraw cash.

Your debit card is valid for three years from the date of issue. If this is your third year enrolling with P&A Group, you may be receiving a new Benefits Card in the mail. When it is time for you to receive a new card your card will automatically be mailed to your home address in a plain white envelope.



HOW TO SUBMIT A CLAIM

QuikClaim

Instantly submit claims and receipts directly from your smartphone. Capture a picture of your receipt or other supporting documentation of your eligible expense. Log into your P&A Account at www.padmin.com from your mobile device. Select **Claim** and follow the prompts on your screen.

Electronic Claim Upload

Submit claims directly online at www.padmin.com by logging into your account. Select **Upload Claim/Documentation** under the **Member Tools** tab.

Fax: (877) 855-7105

Mail: P&A Group
17 Court St. Suite 500
Buffalo, NY 14202

When submitting a claim make sure to include proof of service/documentation (itemized receipt, etc).

QUESTIONS? P&A GROUP IS HERE FOR YOU.

Customer service hours
M-F, 8:30 am - 10:00 pm ET.

PH: (800) 688-2611

WEB: www.padmin.com

MID YEAR ENROLLEES: If you are a mid-year enrollee, please contact the BSC at (646) 376-0123.

IMPORTANT INFORMATION ABOUT YOUR 2015 FLEXIBLE SPENDING ACCOUNT



P&A BENEFITS CARD

Beginning in 2015, FSA Participants who enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account will receive a Benefits MasterCard to pay for eligible expenses. When you enroll or re-enroll in the FSA, the Benefits MasterCard will be automatically mailed to your home mailing address. It will arrive in a plain white envelope, so be careful not to throw it away. The Benefits Card is conveniently activated upon use at your point-of-service or provider of goods. When you swipe the card the data is captured electronically and automatically debited from your Flexible Spending Account. The Benefits Card also recognizes Merchant Category Codes and the Inventory Information Approval System, so only eligible expenses can be run on the card at pre-approved stores. The card will not work for ineligible FSA items, such as jewelry or clothing. Once you are enrolled in the plan, additional cards can be ordered for your spouse or eligible dependent, as long as they're over 18 years of age, at no cost to you. Additional cards can be ordered by logging into your P&A account and submitting a request or by calling our Customer Service Team.



If your provider doesn't accept credit or debit cards, you can still be reimbursed for your eligible expense. Simply pay out of pocket for your expense and save your receipt. Then, submit a claim to P&A, along with a copy of your receipt, and submit it one of three ways listed below.

Mobile Claims- QuikClaim

Instantly submit claims and receipts directly from your smartphone. Capture a picture of your receipt or other supporting documentation of your eligible expense(s). Log into your P&A Account from your smartphone and go to www.padmin.com. Select Claim and follow the prompts on your screen.

Electronic Claim Upload

Enter claims directly online at www.padmin.com by logging into your account. Select **Upload a Claim** under the **Member Tools** tab and follow the prompts on your screen.

Fax or Mail

Complete a claim form (accessible at www.padmin.com-->**Employee Participants-->Quick Links-->Forms**) and fax or mail it to the P&A Group for reimbursement.

Fax: (877) 855-7105 Mailing Address: 17 Court Street Suite 500 Buffalo, NY 14202

FSA GRACE PERIOD

National Fuel has also decided take advantage of the FSA grace period! The grace period extends your plan year, allowing participants to have extra time to incur eligible medical expenses. The grace period will extend the plan year until March 15. Participants who enroll in the 2015 plan year will have until March 15, 2016, to incur eligible medical expenses. Due to the addition of the grace period, the run-out period is also extended to April 30. The run-out period is the time during which expenses that were incurred during the plan year and grace period can be submitted for reimbursement. Participants who enroll in the 2015 plan year will have until April 30, 2016, to submit receipts for eligible expenses that were incurred during the plan year and grace period. The addition of the grace period makes the FSA even more accessible by reducing the opportunity to lose unused funds at the end of the plan year!

FLEXIBLE SPENDING ACCOUNT



Catholic Health

WELCOME

FSA Rules to Remember

Plan Year

January 1, 2016 - December 31, 2016

Grace Period

An extension of the plan year during which expenses can be incurred. Participants have until March 15, 2017 to incur expenses.

Run-Out Period

You have until June 15, 2017 to submit for expenses incurred during the plan year and run out: January 1, 2016 - March 15, 2017.

Use or Lose Rule

You will lose any remaining balance in the Dependent Care/Daycare Account at the end of the run-out period, or any amount over \$500 in the Health FSA.

Remember, only contribute money you are confident you will use to pay for qualified expenses during the plan year.

www.padmin.com

WHAT IS A FLEXIBLE SPENDING ACCOUNT?

A Flexible Spending Account (FSA) allows you to set aside a portion of your pay pre-tax to use for medical, dental, vision, and child care/elder care expenses that are not covered by insurance, or only partially covered. Because it is deducted from your pay before taxes, you can save up to 30% on your dollar (depending on your tax bracket)! Estimate how much you usually spend on these types of expenses in a year and set aside that dollar amount into your FSA.

ACCOUNTS AVAILABLE

Health FSA

Covers the cost of medical, dental, and vision expenses incurred by you and or your eligible dependent(s). Eligible expenses include deductibles, co-pays, prescriptions, eyeglasses, and dental work.

Maximum election amount: \$2,550

Dependent Care/Daycare Assistance Account

Covers the amount you pay to daycare centers, babysitters, after school programs, day camp programs and eldercare facilities. *This account does NOT reimburse medical expenses for your dependent(s). It is for qualified daycare expenses only.*

Maximum election amount: \$5,000

Adoption Assistance Account

Covers the cost of adoption related expenses that you incur in the process of legally adopting a child including attorney and travel fees. If you are in the process of adopting a child and want to enroll in this account please contact P&A Group for further guidance.

Maximum election amount: \$13,190

Individual Premium Reimbursement Account

Covers the cost of non-employer sponsored accident, dental and vision premiums for you and your eligible dependent(s).

Maximum election amount: \$10,000

FLEXIBLE SPENDING ACCOUNT

HOW TO SUBMIT A CLAIM

QuikClaim

Instantly submit claims and receipts directly from your smartphone.

1. Capture a picture of your receipt or other supporting documentation of your eligible expense.
2. Log into your P&A Account at www.padmin.com from your mobile device by selecting **Account Login** and follow the prompts on your screen.



Electronic Claim Upload

Submit claims directly online at P&A's website www.padmin.com by logging into your P&A account. Select **Upload a Claim** under the **Member Tools** tab.

Fax or Mail a Paper Claim

Claim forms are available online at www.padmin.com.

FAX: (877) 855-7105

MAIL: P&A Group 17 Court St. Ste 500 Buffalo, NY 14202

When submitting a claim make sure to include proof of service/documentation (itemized receipt, etc).

NOTE: You do not need to be enrolled in your company's health insurance plan in order to participate in the FSA.

FSA CALCULATOR

Use this online tool to help estimate your calculated savings when you sign up for an FSA. Log into your account at www.padmin.com to access the calculator or go to www.padmin.com, select **Benefit Programs**, then **Tools & Resources**.

TEXT MESSAGING FEATURES

Log into your online P&A Account and update your profile with your mobile number. Then text one of the codes below to the number 70626 and you'll receive a text message with your account information!

Account balance - text BAL
Claim status - text CLM
Deposit update - text DEP

QUESTIONS?

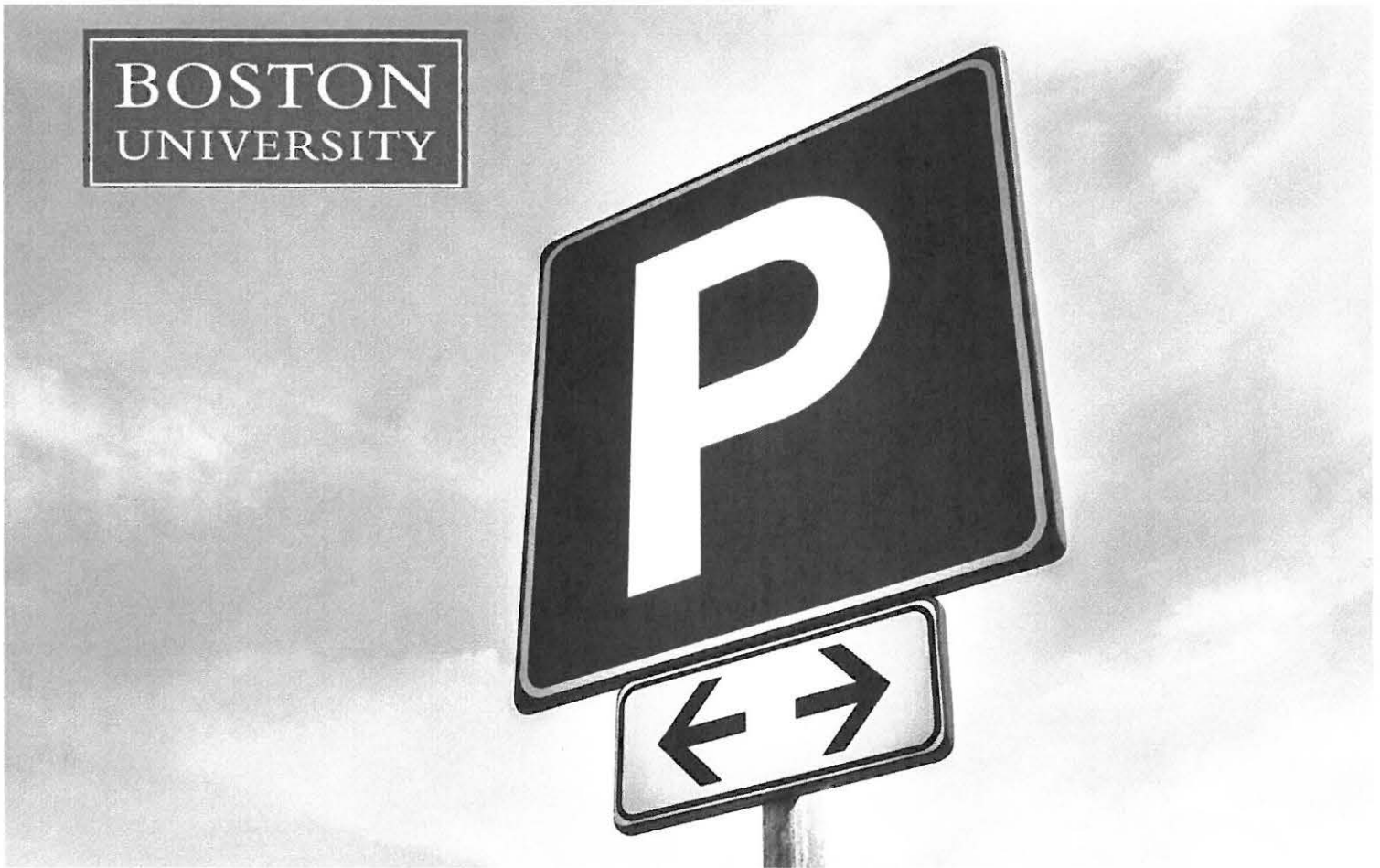
Customer service hours are
M - F, 8:30AM - 10:00PM ET.

PH: (800) 688-2611

WEB: www.padmin.com

MAIL: 17 Court Street,
Suite 500
Buffalo, NY 14202

Introducing the P&A Group Parking Plan



What is the Pre-Tax Parking Plan?

The Parking Plan helps you save taxes on the money you use to pay for work-related parking by using pre-tax dollars on eligible parking costs. Depending on your tax bracket, you can save up to 40% on state, federal and FICA taxes when you enroll in this plan.

How Does It Work?

Estimate the money you expect to pay for work related parking expenses and have that dollar amount withheld from your paychecks pre-tax each month. The money you elect to be withheld from your paycheck is credited to an account in your name that is used to pay for your work related parking expenses.

For Example:

Let's assume you spend \$100.00 per month for parking at work. This expense is inevitable for those who drive to work every day. The average person's tax bracket is about 30%, meaning they have to make \$130.00 in income to be able to take home \$100.00 as disposable income after tax deductions have been made.

By signing up for the Parking Plan, \$100.00 will be withheld from your paychecks over a month-long period *pre-tax*, so you never have to pay the state, federal and FICA taxes on your parking expenses! If you fall within a 30% tax bracket this will save you \$30 every month.

See reverse side for more plan details!

Parking Claims

Choose from one of the three easy options below to receive reimbursement for your parking expenses.

1 QuikClaim

Instantly submit claims and receipts directly from your smartphone. Log into your account at www.padmin.com from your mobile device by selecting **Account Login** and following the prompts on your screen.

2 Electronic Claim Upload

Upload claims through P&A's website www.padmin.com when logging into your P&A account. Select **Upload a Claim** under the **Member Tools** tab.

3 Fax or Mail a Paper Claim

Claim forms are available when you log into your account at www.padmin.com. Complete a claim form and fax or mail it to P&A Group.

FAX: (877) 855-7105
MAIL: P&A Group
17 Court St.
Suite 500
Buffalo, N.Y. 14202

P&A Group Benefits Card

If you enroll in this plan you will receive a debit card that can be used to pay for your parking expenses right at the point-of-service. Employees who enroll in the Flexible Spending Account (FSA) and the Parking Account will receive one debit card for both accounts. *If you are currently enrolled in the FSA and enroll in the Parking Account, your election amount will be automatically added to your current debit card.*



Using Your Parking Account

When you incur a work-related parking expense, simply swipe your P&A Benefits Card at the point-of-service and the funds will automatically be deducted from your pre-tax Parking Account. If your parking ramp does not accept debit/credit cards, you can submit a claim to P&A for reimbursement. (See the gray column for P&A's easy claim options.) You can receive reimbursement up to the amount available in your P&A Parking Account.

If the cost of your parking increases or decreases, you may change the amount of your salary withholding for parking each month, with any change you make becoming effective with the first pay period beginning on or after the following month.

Parking Claims Reimbursement

Typically, you will be reimbursed 3-5 business days after P&A receives the claim as long as there are funds available in the account. You will be reimbursed by check, but you also have the option to sign-up for direct deposit reimbursement. Direct deposit is recommended- it provides faster reimbursement time, and the opportunity to go green and use less paper! To enroll in direct deposit, log into your P&A Account and select **Direct Deposit** under the **Quick Links** menu.

Maximum Pre-Tax Contribution Amounts

The IRS issues monthly maximum contribution amounts, which are subject to change and usually do once a year. Currently, the maximum amount of pre-tax parking reimbursement that you may receive is \$255 per month.

How to Log Into Your Account

Go to www.padmin.com and at the top of the page select the blue login box. From the drop down, select **Employees**. Use your login credentials to log into your My Benefits Account Login. If this is your first time logging in, select the "first time logging in" hyperlink in the gray box to setup your username and password.

Customer Service

Call (800) 688-2611 to speak with a representative or use P&A Group's online webchat at www.padmin.com (click the live chat button in the upper right hand corner). Customer service hours are Monday-Friday, 8:30AM to 10:00PM ET.

Flex Account Balances

Report Generated Date: 07/15/2011

Status: A For Active T For Terminated

SSN	MemberID	Division	Last Name	First Name	Benefit	Annual Election	YTD Deposits	YTD Claims	YTD Paid	Avail Balance	Curr Balance	Status
XXX-XX-6017	69922	ADMIN	GRACE	TAYLOR	UNREIMBURSED MEDICAL ACCOUNT	\$3600.00	\$450.00	\$753.52	\$753.52	\$2846.48	-\$303.52	A
XXX-XX-3030	69920	ADMIN	GREGORY	CAMERON	UNREIMBURSED MEDICAL ACCOUNT	\$1500.00	\$187.50	\$0.00	\$0.00	\$1500.00	\$187.50	A
XXX-XX-2231	69916	CLERICAL	JOHN	MICHAEL	UNREIMBURSED MEDICAL ACCOUNT	\$2499.90	\$384.60	\$5500.00	\$2499.90	\$0.00	-\$2115.30	A
XXX-XX-5646	69915	ADMIN	MICHAEL	RYAN	UNREIMBURSED MEDICAL ACCOUNT	\$1000.08	\$125.01	\$500.00	\$500.00	\$500.08	-\$374.99	A
XXX-XX-1654	69914	TEACHER	MICHELLE	BRENNA	UNREIMBURSED MEDICAL ACCOUNT	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	A
XXX-XX-5630	69919	TEACHER	ROSE	KARLEIGH	UNREIMBURSED MEDICAL ACCOUNT	\$600.00	\$0.00	\$289.65	\$289.65	\$310.35	-\$289.65	A
XXX-XX-3154	69917	TEACHER	SHEA	KATELYN	UNREIMBURSED MEDICAL ACCOUNT	\$900.00	\$0.00	\$204.79	\$204.79	\$695.21	-\$204.79	A
XXX-XX-4000	69921	CLERICAL	THOMAS	DAWSON	UNREIMBURSED MEDICAL ACCOUNT	\$848.94	\$130.76	\$89.74	\$89.74	\$759.20	\$41.02	A
XXX-XX-4861	69918	TEACHER	WARD	JACK	UNREIMBURSED MEDICAL ACCOUNT	\$4000.00	\$0.00	\$348.87	\$348.87	\$3651.13	-\$348.87	A
XXX-XX-6017	69922	ADMIN	GRACE	TAYLOR	DEPENDENT CARE ACCOUNT	\$4800.08	\$575.01	\$0.00	\$0.00	\$575.01	\$575.01	A
XXX-XX-3030	69920	ADMIN	GREGORY	CAMERON	DEPENDENT CARE ACCOUNT	\$2800.08	\$350.01	\$0.00	\$0.00	\$350.01	\$350.01	A
XXX-XX-2231	69916	CLERICAL	JOHN	MICHAEL	DEPENDENT CARE ACCOUNT	\$800.02	\$123.08	\$0.00	\$0.00	\$123.08	\$123.08	A
XXX-XX-5646	69915	ADMIN	MICHAEL	RYAN	DEPENDENT CARE ACCOUNT	\$4999.92	\$624.99	\$0.00	\$0.00	\$624.99	\$624.99	A
XXX-XX-3154	69917	TEACHER	SHEA	KATELYN	DEPENDENT CARE ACCOUNT	\$1700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
XXX-XX-4861	69918	TEACHER	WARD	JACK	DEPENDENT CARE ACCOUNT	\$1800.00	\$0.00	\$1000.00	\$0.00	\$0.00	\$0.00	A
XXX-XX-6017	69922	ADMIN	GRACE	TAYLOR	INDIVIDUAL PREMIUM ACCOUNT	\$799.92	\$99.99	\$137.50	\$66.66	\$33.33	\$33.33	A
XXX-XX-3030	69920	ADMIN	GREGORY	CAMERON	INDIVIDUAL PREMIUM ACCOUNT	\$744.96	\$93.12	\$0.00	\$0.00	\$93.12	\$93.12	A
XXX-XX-2231	69916	CLERICAL	JOHN	MICHAEL	INDIVIDUAL PREMIUM ACCOUNT	\$325.00	\$50.00	\$0.00	\$0.00	\$50.00	\$50.00	A
XXX-XX-5630	69919	TEACHER	ROSE	KARLEIGH	INDIVIDUAL PREMIUM ACCOUNT	\$800.00	\$0.00	\$145.00	\$0.00	\$0.00	\$0.00	A
XXX-XX-4000	69921	CLERICAL	THOMAS	DAWSON	INDIVIDUAL PREMIUM ACCOUNT	\$450.08	\$69.24	\$1200.00	\$50.98	\$18.26	\$18.26	A
XXX-XX-4861	69918	TEACHER	WARD	JACK	INDIVIDUAL PREMIUM ACCOUNT	\$2500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
XXX-XX-6017	69922	ADMIN	GRACE	TAYLOR	ADOPTION ASSISTANCE PLAN	\$6000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	A
Report Totals:					22	\$43768.96	\$3263.31	\$10169.07	\$4804.11	\$12630.25	-\$1540.80	

This report is available anytime through P&A's secure employer web portal, *HR Connect™*. This report can be sorted and exported in a variety of formats: XML, CSV, PDF, MHTML, Excel, Tiff File, and Word.

Explanation of Data Elements:

This report provides summarized information for each enrollee's account(s).

FSA Reimbursement Report By Division

Debit Card, Check and ACH Transactions

From 01/01/2009 To 07/15/2011

Report Generated On: 07/15/2011

Trans Date	ADMIN	CLERICAL	TEACHER	Daily Total
07/10/2009		\$89.74		\$89.74
07/20/2009			\$503.66	\$503.66
07/29/2009		\$50.98		\$50.98
08/02/2009			\$50.00	\$50.00
08/03/2009	\$1320.18	\$2499.90	\$289.65	\$4109.73
Division Total:	\$1320.18	\$2640.62	\$843.31	\$4804.11

Total Reimbursement: \$4804.11

This report is available anytime through P&A's secure employer web portal, *HR Connect™*. This report can be sorted and exported in a variety of formats: XML, CSV, PDF, MHTML, Excel, Tiff File, and Word.

Explanation of Data Elements:

This report provides a summary of daily reimbursement totals.

Check Register

From: 01/01/2009 Thru 07/15/2011

FLEX DEMO

Division	Last Name	First Name	Entry Date	Check No	Amount	MOP	Stat	Acc. Type	Notes
ADMIN	GRACE	TAYLOR	08/03/2009	11113	\$68.52	CHK	A	FSA MED	
ADMIN	GRACE	TAYLOR	08/03/2009	11113	\$685.00	CHK	A	FSA MED	
ADMIN	MICHAEL	RYAN	08/03/2009	11114	\$500.00	CHK	A	FSA MED	
ADMIN	GRACE	TAYLOR	08/03/2009	11113	\$66.66	CHK	A	FSA IND	
		FSA IND	Acct Total:		\$66.66				
		FSA MED	Acct Total:		\$1253.52				
		ADMIN	Division Total:		<u>\$1320.18</u>				
CLERICAL	THOMAS	DAWSON	07/10/2009	11111	\$21.85	CHK	A	FSA MED	
CLERICAL	THOMAS	DAWSON	07/10/2009	11111	\$67.89	CHK	A	FSA MED	
CLERICAL	THOMAS	DAWSON	07/29/2009	11111	\$50.98	CHK	A	FSA IND	
CLERICAL	JOHN	MICHAEL	08/03/2009	11112	\$2499.90	CHK	A	FSA MED	
		FSA IND	Acct Total:		\$50.98				
		FSA MED	Acct Total:		\$2589.64				
		CLERICAL	Division Total:		<u>\$2640.62</u>				
TEACHER	WARD	JACK	07/20/2009	11115	\$348.87	CHK	A	FSA MED	
TEACHER	SHEA	KATELYN	07/20/2009	11117	\$154.79	CHK	A	FSA MED	
TEACHER	SHEA	KATELYN	08/02/2009	11117	\$50.00	CHK	A	FSA MED	
TEACHER	ROSE	KARLEIGH	08/03/2009	11116	\$289.65	CHK	A	FSA MED	
		FSA MED	Acct Total:		\$843.31				
		TEACHER	Division Total:		<u>\$843.31</u>				
			Report Summary:						
		FSA IND	Rpt Acct Total:		\$117.64				
		FSA MED	Rpt Acct Total:		\$4686.47				
		ADMIN	Division Total:		\$1320.18				
		CLERICAL	Division Total:		\$2640.62				
		TEACHER	Division Total:		\$843.31				
			Report Total:		\$4804.11				

This report is available anytime through P&A's secure employer web portal, *HR Connect™*. This report can be sorted and exported in a variety of formats: XML, CSV, PDF, MHTML, Excel, Tiff File, and Word.

Explanation of Data Elements:

This report provides details of reimbursements within selected data range(s).

Active Employees

Report Generated Date: 07/15/2011

SS#	MBR ID	File ID	Division	Last Name	First Name	Acc. Type	YTD Claim	YTD DEP	YTD Paid	YTD Debit	Election Amt
XXX-XX-5646	69915		ADMIN	MICHAEL	RYAN	FSA DPNT	\$0.00	\$624.99	\$0.00	\$0.00	\$4999.92
XXX-XX-5646	69915		ADMIN	MICHAEL	RYAN	FSA MED	\$500.00	\$125.01	\$500.00	\$0.00	\$1000.08
XXX-XX-1654	69914		TEACHER	MICHELLE	BRENNA	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
XXX-XX-3154	69917		TEACHER	SHEA	KATELYN	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00	\$1700.00
XXX-XX-3154	69917		TEACHER	SHEA	KATELYN	FSA MED	\$204.79	\$0.00	\$204.79	\$0.00	\$900.00
XXX-XX-5630	69919		TEACHER	ROSE	KARLEIGH	FSA MED	\$289.65	\$0.00	\$289.65	\$0.00	\$600.00
XXX-XX-5630	69919		TEACHER	ROSE	KARLEIGH	FSA IND	\$145.00	\$0.00	\$0.00	\$0.00	\$800.00
XXX-XX-4000	69921		CLERICAL	THOMAS	DAWSON	FSA MED	\$89.74	\$130.76	\$89.74	\$0.00	\$848.94
XXX-XX-4000	69921		CLERICAL	THOMAS	DAWSON	FSA IND	\$1200.00	\$69.24	\$50.98	\$0.00	\$450.06
XXX-XX-4861	69918		TEACHER	WARD	JACK	FSA DPNT	\$1000.00	\$0.00	\$0.00	\$0.00	\$1800.00
XXX-XX-4861	69918		TEACHER	WARD	JACK	FSA MED	\$348.87	\$0.00	\$348.87	\$0.00	\$4000.00
XXX-XX-4861	69918		TEACHER	WARD	JACK	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00	\$2500.00
XXX-XX-3030	69920		ADMIN	GREGORY	CAMERON	FSA DPNT	\$0.00	\$350.01	\$0.00	\$0.00	\$2800.08
XXX-XX-3030	69920		ADMIN	GREGORY	CAMERON	FSA MED	\$0.00	\$187.50	\$0.00	\$0.00	\$1500.00
XXX-XX-3030	69920		ADMIN	GREGORY	CAMERON	FSA IND	\$0.00	\$93.12	\$0.00	\$0.00	\$744.96
XXX-XX-2231	69916		CLERICAL	JOHN	MICHAEL	FSA DPNT	\$0.00	\$123.08	\$0.00	\$0.00	\$800.02
XXX-XX-2231	69916		CLERICAL	JOHN	MICHAEL	FSA MED	\$5500.00	\$384.60	\$2499.90	\$0.00	\$2499.90
XXX-XX-2231	69916		CLERICAL	JOHN	MICHAEL	FSA IND	\$0.00	\$50.00	\$0.00	\$0.00	\$325.00
XXX-XX-6017	69922		ADMIN	GRACE	TAYLOR	FSA ADPT	\$0.00	\$0.00	\$0.00	\$0.00	\$6000.00
XXX-XX-6017	69922		ADMIN	GRACE	TAYLOR	FSA DPNT	\$0.00	\$575.01	\$0.00	\$0.00	\$4600.08
XXX-XX-6017	69922		ADMIN	GRACE	TAYLOR	FSA MED	\$753.52	\$450.00	\$753.52	\$0.00	\$3600.00
XXX-XX-6017	69922		ADMIN	GRACE	TAYLOR	FSA IND	\$137.50	\$99.99	\$66.66	\$0.00	\$799.92
Grand Total:							\$10169.07	\$3263.31	\$4804.11	\$0.00	\$43768.96

This report is available anytime through P&A's secure employer web portal, *HR Connect™*. This report can be sorted and exported in a variety of formats: XML, CSV, PDF, MHTML, Excel, Tiff File, and Word.

Explanation of Data Elements:

This report provides a summary of account information for all active enrollees.

Flex Demographic

SSN	Division	Last Name	First Name	MNAME	Address	City	State	Zip	Country	DOB	Division
XXX-XX-5646	ADMIN	MICHAEL	RYAN		123 STREET	CITY	NY	12345		1968-09-05	ADMIN
XXX-XX-1654	TEACHER	MICHELLE	BRENNA		123 STREET	CITY	NY	12345		1976-12-15	TEACHER
XXX-XX-3154	TEACHER	SHEA	KATELYN		123 STREET	CITY	NY	12345		1974-06-26	TEACHER
XXX-XX-5630	TEACHER	ROSE	KARLEIGH		123 STREET	CITY	NY	12345		1975-04-11	TEACHER
XXX-XX-4000	CLERICAL	THOMAS	DAWSON		123 STREET	CITY	NY	12345		1981-05-08	CLERICAL
XXX-XX-4861	TEACHER	WARD	JACK		123 STREET	CITY	NY	12345		1981-12-16	TEACHER
XXX-XX-3030	ADMIN	GREGORY	CAMERON		123 STREET	CITY	NY	12345		1962-09-05	ADMIN
XXX-XX-2231	CLERICAL	JOHN	MICHAEL		123 STREET	CITY	NY	12345		1962-05-04	CLERICAL
XXX-XX-6017	ADMIN	GRACE	TAYLOR		123 STREET	CITY	NY	12345		1980-02-22	ADMIN

This report is available anytime through P&A's secure employer web portal, *HR Connect™*. This report can be sorted and exported in a variety of formats: XML, CSV, PDF, MHTML, Excel, Tiff File, and Word.

Explanation of Data Elements:

This report provides detail of employee demographic information.

Account Balance By Date Range

Report Generated Date: 07/15/2011

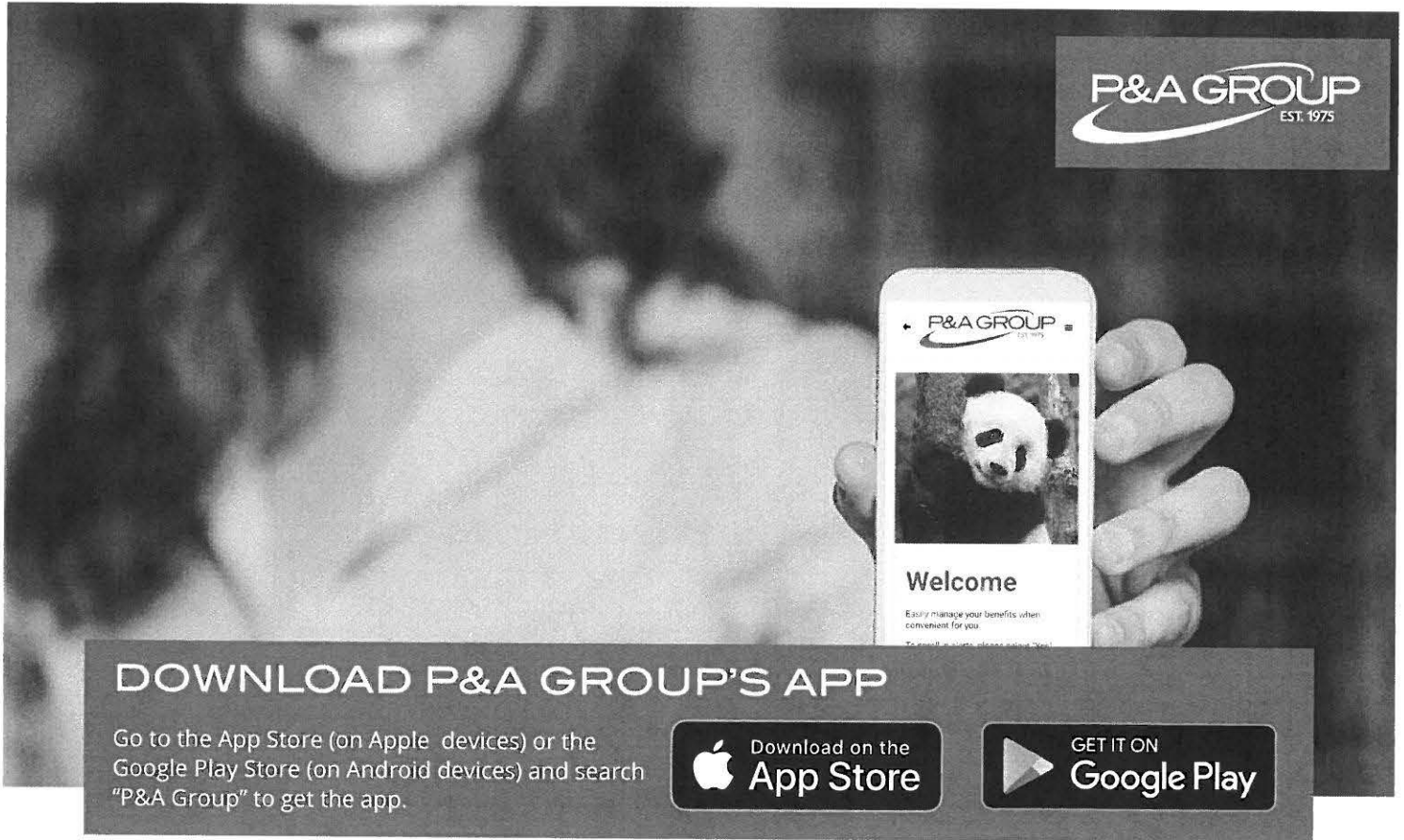
Account Balance From 1/1/2009 To 1/2/2009

Company	Division	Member ID	Last Name	First Name	Acct Nbr	Account	Claims	Deposits	Paid	Debit
DEMO	ADMIN	69915	MICHAEL	RYAN	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69915	MICHAEL	RYAN	2	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69914	MICHELLE	BRENNNA	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69917	SHEA	KATELYN	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69917	SHEA	KATELYN	2	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69919	ROSE	KARLEIGH	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69919	ROSE	KARLEIGH	3	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	CLERICAL	69921	THOMAS	DAWSON	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	CLERICAL	69921	THOMAS	DAWSON	3	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69918	WARD	JACK	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69918	WARD	JACK	2	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	TEACHER	69918	WARD	JACK	3	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69920	GREGORY	CAMERON	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69920	GREGORY	CAMERON	2	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69920	GREGORY	CAMERON	3	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	CLERICAL	69916	JOHN	MICHAEL	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	CLERICAL	69916	JOHN	MICHAEL	2	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	CLERICAL	69916	JOHN	MICHAEL	3	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69922	GRACE	TAYLOR	1	FSA MED	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69922	GRACE	TAYLOR	2	FSA DPNT	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69922	GRACE	TAYLOR	3	FSA IND	\$0.00	\$0.00	\$0.00	\$0.00
DEMO	ADMIN	69922	GRACE	TAYLOR	4	FSA ADPT	\$0.00	\$0.00	\$0.00	\$0.00

This report is available anytime through P&A's secure employer web portal, *HR Connect™*. This report can be sorted and exported in a variety of formats: XML, CSV, PDF, MHTML, Excel, Tiff File, and Word.

Explanation of Data Elements:

This report allows for multiple plan year report generation.



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EST. 1975

P&A GROUP
EST. 1975

Welcome
Easily manage your benefits when convenient for you.
To enroll, please contact your HR representative.

DOWNLOAD P&A GROUP'S APP

Go to the App Store (on Apple devices) or the Google Play Store (on Android devices) and search "P&A Group" to get the app.

 Download on the App Store

 GET IT ON Google Play

SIGN IN WITH EASY TOUCH ID

With P&A's mobile app, you can sign in with new touch ID technology using your fingerprint. Just turn the fingerprint scanner option on under your phone settings and register your fingerprint under your P&A account profile. Once activated, you can sign into your P&A account with the touch of your finger, or key in your username and password.

Sign in

Username

Password

☒ Remember Username

  Log in

HELPFUL ON-THE-GO REMINDERS

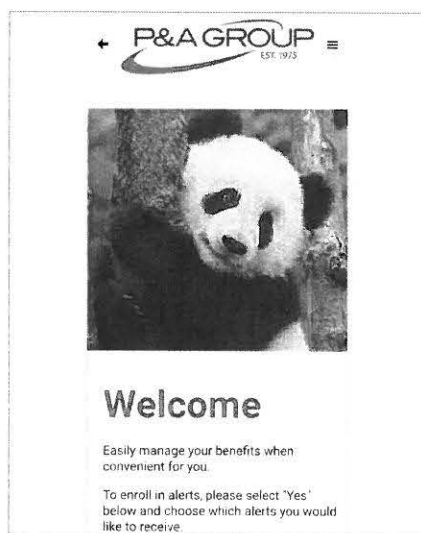
	Wake-up notifications	50 days prior to your plan year end date check your account balance and view the last day to incur and submit claims
	Run-out period reminders	submit claims for eligible expenses incurred during the plan year
	Reimbursements	your claim has entered the processing mode
	Manual claim processing	your claim has entered the processing mode
	Substantiation requests	further documentation is required to approve your Benefits Card transaction
	Claim denials	your claim is either partially or fully denied



P&A Group MyBenefits mobile app complements your busy life with on-the- go convenient tools.

ADMINISTERED AROUND YOU

Managing your benefit plans is easier than ever before with P&A Group's new MyBenefits mobile app. Time-saving tools are quickly accessible with the tap of an icon, providing you with everything you need to manage your account(s) wherever, whenever. And, if you ever need assistance, we are only a phone call or chat away. Helpful customer service agents are available to assist you during extended customer service hours of Monday - Friday, 8:30 am - 10:00 pm ET.



Welcome Page

P&A's friendly panda greets you the first time you log into your account from your mobile phone. Choose which alerts you want to enroll in right away.



Login Page

Choose to log into your P&A Group My Benefits account, log into your P&A Group retirement account, or contact P&A Group.



My Benefits Menu Options

After you log into My Benefits, your plans are displayed on the screen.

Click the menu icon to perform account management functions like upload a claim, order a new Benefits Card and more!

Questions?

Please contact a P&A Group representative Monday - Friday, 8:30 am - 10:00 pm ET.



(800) 688-2611



www.padmin.com

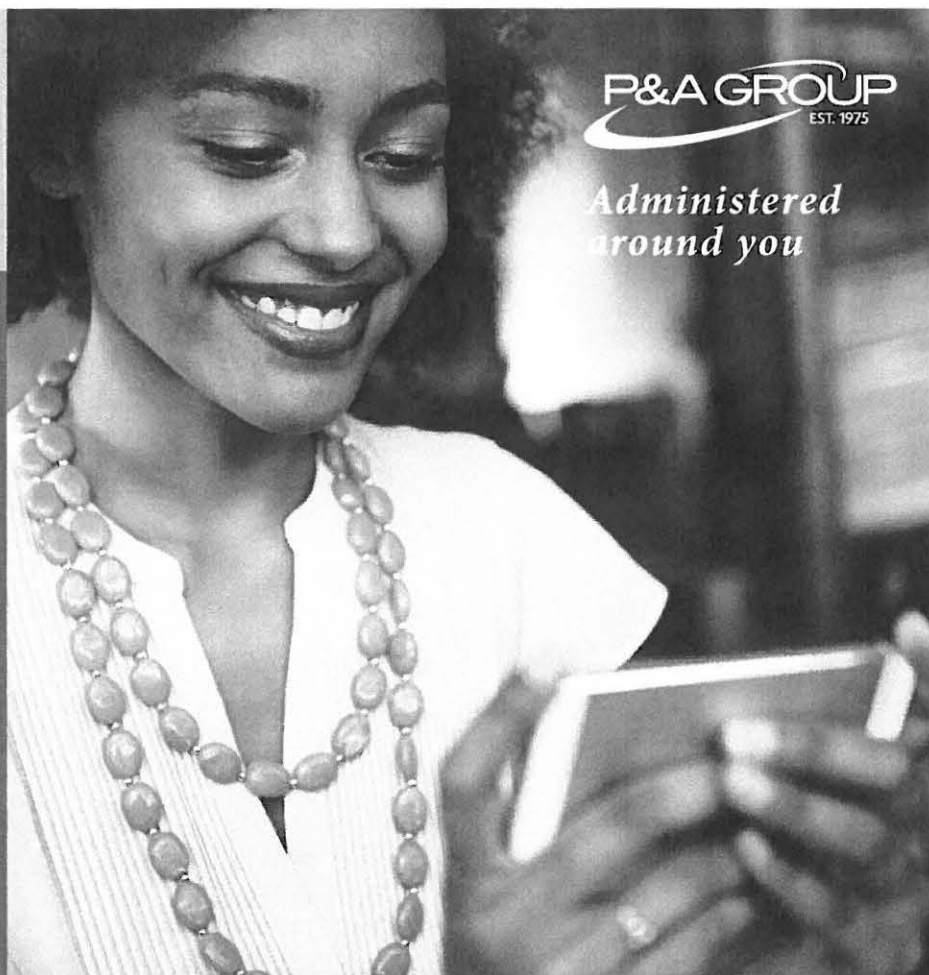


17 Court Street, Suite 500 Buffalo, NY 14202

P&A Group Customer Service
Hours: Monday - Friday
8:30 am - 10:00 pm ET
www.padmin.com • (800) 688-2611
Buffalo | New York City | Los Angeles
Raleigh

P&A GROUP MOBILE SITE

P&A Group's mobile technology is constantly evolving to give you more convenience and better tools to oversee your account(s).



TEXT MESSAGING

Access your account information right from your mobile phone, anytime, anywhere! To use the text messaging option, please log into your P&A account. Under Profile, update your cell phone number - and that's it! You'll then be setup to use P&A's text messaging codes. Text any of the codes below to the number **70626** and you'll receive a text message with updated account information.

Feature	Text Code
Account Balance	BAL
Claim Status	CLM
History of Your Last Five Reimbursements	HIS
Deposit Update	DEP

MOBILE SITE FEATURES

Use the navigation menu to get where you want to go fast. From checking your account balance, to viewing your claim status, you have quick access to all your important account details. You can also:

- Order a new or additional Benefits Card
- Enroll in direct deposit or update your ACH info
- View any denied claim details in real-time
- Cancel your COBRA benefits
- Make a COBRA payment or setup recurring payments



QUICKCLAIM MOBILE CLAIM UPLOAD

Upload a claim and any supporting documentation and receipts directly from your mobile phone.

1. Go to www.padmin.com on your mobile device and log into your account.
2. Use the menu option to select Upload Claim/Documentation.
3. Select your claim type and enter the claim amount and service dates.
4. Add any images/documentation and submit your claim!

QUIKCLAIM

P&A GROUP
EST. 1975

Instantly upload claims and receipts directly from your smartphone with P&A Group's QuikClaim mobile submission.

Log into your P&A Group Account from your smartphone and follow the steps below. Check out our new "View Claims Paid" feature too!



HOW TO USE QUIKCLAIM*

1. From your smartphone, go to www.padmin.com and log into *My Benefits*.
2. Select **Upload**.
3. Select claim type. Choose your account and enter claim amount.
4. Upload your receipt/documentation by selecting **Add File**. This allows you to use your camera to take a picture of your receipt or select a picture of your receipt from your gallery.
5. Select **Continue**.
6. Review the claim, agree to the authorization statement and click **Submit**.
7. You have successfully submitted a claim!

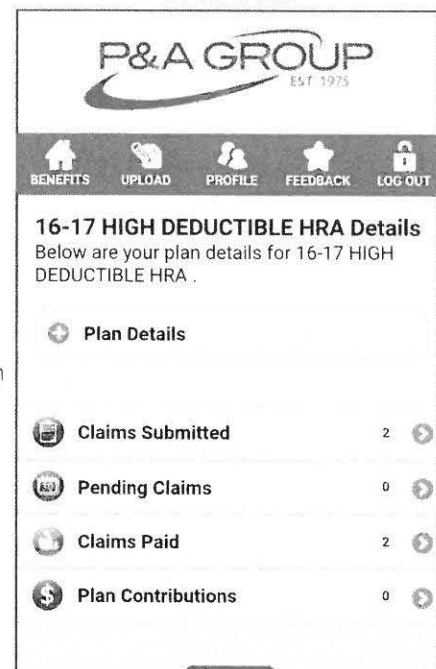
Now you can retrieve your claim image when logged in from your mobile device under the "Claims Paid" option!

When you log into *My Benefits*, your P&A account(s) will be displayed on the screen. You can view claims submitted, pending claims, claims paid and plan contributions. Click on **Claims Paid** to see what you have paid to date for that account!

P&A GROUP CUSTOMER SERVICE

Hours: Monday - Friday, 8:30 AM - 10:00 PM ET
PH: (800) 688-2611 | Live Online Chat at www.padmin.com

EXAMPLE



**Not all mobile claim upload features are currently available on all mobile devices or with all operating systems. Wireless carrier fees may apply. Requires at least a 2-megapixel camera.*

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0315)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2020_009

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

P&A Administrative Services, Inc.

Attn: Michael Rizzo - President

17 Court Street

Buffalo, NY 14202

(716)855-7121

rizzom@padmin.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0315)

Attachment No. 3

CERTIFICATES OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
10/31/2019	Consolidated Insurance Agents, Inc. C.N. Maranto Agency, Inc. 36 Hopkins Rd. Williamsville, NY 14221	18-19 Master Cert	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	11/21/2019
				Automobile Liability	11/21/2019
				Umbrella Liability	11/21/2019
				Workers Compensation and Employers' Liability	11/21/2019
10/31/2019	Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Rd. Williamsville, NY 14221	CL1993038647	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	11/21/2020
				Umbrella Liability	11/21/2020
				Workers Compensation and Employers' Liability	11/21/2020
10/31/2019	Russell Bond & Co. Inc. 295 Main Street Suite 866 Buffalo, NY 14203	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Errors & Omissions	7/26/2020
10/31/2019	Russell Bond & Co. Inc. 295 Main Street Suite 866 Buffalo, NY 14203	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Privacy & Security Liability	7/7/2020
10/31/2019	Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Rd. Williamsville, NY 14221	CL1992638611	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Employee Dishonesty	9/26/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Consolidated Insurance Agents, Inc. C.N. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221		CONTACT NAME: Joelle Maranto PHONE (A/C No. Ext): (716) 633-1818 E-MAIL ADDRESS: jmaranto@cnmaranto.com FAX (A/C No.): (716) 633-6442	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company, LTD	
		INSURER B: Hartford Fire Insurance Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 18-19 Master Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	01SBARE9925	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	01SBARE9925	11/21/2018	11/21/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y	Y	01SBARE9925	11/21/2018	11/21/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	01WBCZS7659	11/21/2018	11/21/2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured for liability as required by written contract. Waiver of Subrogation applies.
See Blanket Additiona Insurd form attached SS0008

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221		CONTACT NAME: Joelle Maranto PHONE (A/C No. Ext): (716) 633-1818 E-MAIL ADDRESS: jmaranto@marantoagency.com FAX (A/C No.): (716) 633-6442	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company, LTD	
		INSURER B: Rated by Multiple Companies	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED P & a Administrative Services Inc & 17 Court St Suite 500 Buffalo NY 14203		NAIC # 11000 00914	

COVERAGES

CERTIFICATE NUMBER: CL1993038647

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	01SBARE9925	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Non-owned \$ 2,000,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	01SBARE9925	11/21/2019	11/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000	Y	Y	01SBARE9925	11/21/2019	11/21/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	01WBCZS7659	11/21/2019	11/21/2020

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as Additional Insured for liability as required by written contract. Waiver of Subrogation applies
See Blanket Additiona Insurd form attached SS0008

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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BUSINESS LIABILITY COVERAGE FORM

QUICK REFERENCE
BUSINESS LIABILITY COVERAGE FORM
READ YOUR POLICY CAREFULLY

BUSINESS LIABILITY COVERAGE FORM	Beginning on Page
A. COVERAGES	1
Business Liability	1
Medical Expenses	2
Coverage Extension - Supplementary Payments	2
B. EXCLUSIONS	3
C. WHO IS AN INSURED	10
D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE	14
E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS	15
1. Bankruptcy	15
2. Duties In The Event Of Occurrence, Offense, Claim Or Suit	15
3. Financial Responsibility Laws	16
4. Legal Action Against Us	16
5. Separation Of Insureds	16
6. Representations	16
7. Other Insurance	16
8. Transfer Of Rights Of Recovery Against Others To Us	17
F. OPTIONAL ADDITIONAL INSURED COVERAGES	18
Additional Insureds	18
G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS	20



BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **C**. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G**. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D**. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

- (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (b) The "bodily injury" or "property damage" occurs during the policy period; and

- (c) Prior to the policy period, no insured listed under Paragraph **1**. of Section **C**. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

- c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1**. of Section **C**. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
 - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
 - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. MEDICAL EXPENSES

Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:
- (1) The accident takes place in the "coverage territory" and during the policy period;
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
 - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
- (1) All expenses we incur.
 - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
 - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - (5) All costs taxed against the insured in the "suit".
 - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1)** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2)** This insurance applies to such liability assumed by the insured;
- (3)** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4)** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5)** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6)** The indemnitee:
 - (a)** Agrees in writing to:
 - (i)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b)** Provides us with written authorization to:
 - (i)** Obtain records and other information related to the "suit"; and
 - (ii)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1)** We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2)** The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1)** "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2)** "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1)** "Bodily injury" or "property damage"; or
- (2)** "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a)** "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

BUSINESS LIABILITY COVERAGE FORM

o. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

- (a) An "advertisement" for others on your web site;
- (b) Placing a link to a web site of others on your web site;
- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

- (d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

BUSINESS LIABILITY COVERAGE FORM

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance**.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions**.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1)** The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2)** The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. Additional Insured - Designated Person Or Organization

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

2. Additional Insured - Managers Or Lessors Of Premises

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. Additional Insured - Grantor Of Franchise

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. Additional Insured - Lessor Of Leased Equipment

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. Additional Insured - State Or Political Subdivision - Permits

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2)** "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. Additional Insured – Vendors

- a.** WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b.** The insurance afforded to the vendor is subject to the following additional exclusions:

- (1)** This insurance does not apply to:
 - (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b)** Any express warranty unauthorized by you;
 - (c)** Any physical or chemical change in the product made intentionally by the vendor;
 - (d)** Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (g)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i)** The exceptions contained in Subparagraphs **(d)** or **(f)**; or
 - (ii)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2)** This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. Additional Insured – Controlling Interest

WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a.** Their financial control of you; or
- b.** Premises they own, maintain or control while you lease or occupy these premises.

BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs:
 - a. Stored as or on;
 - b. Created or used on; or
 - c. Transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- 10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D. – Liability and Medical Expenses Limits of Insurance.**
- b. A sidetrack agreement;
- c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement; or
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written or electronic publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Volunteer worker" means a person who:
- a. Is not your "employee";

BUSINESS LIABILITY COVERAGE FORM

- b.** Donates his or her work;
- c.** Acts at the direction of and within the scope of duties determined by you; and
- d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

- (2)** The providing of or failure to provide warnings or instructions.

- c.** Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Russell Bond & Co. Inc. 295 Main Street Suite 866 Buffalo NY 14203	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Surplus Lines Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 24319
INSURED P&A Administrative Services Inc.; Priselac & Associates; P&A 17 Court Street, Suite 500 Buffalo NY 14202		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N N / A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			03091166	07/26/2019	07/26/2020	\$5,000,000-E&O Limit \$5,000,000-Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Russell Bond & Co. Inc. 295 Main Street Suite 866 Buffalo NY 14203	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters At Lloyd's INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # EC145
INSURED P&A Administrative Services Inc. 17 Court Street, Suite 500 Buffalo NY 14202		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☒ N / A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Privacy & Security Liability			1119794	07/07/2019	07/07/2020	See Remarks from Acord 101

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Additional Remarks Schedule Acord 101

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Russell Bond & Co. Inc.		NAMED INSURED P&A Administrative Services Inc. 17 Court Street, Suite 500	
POLICY NUMBER			
CARRIER SEE CERTIFICATE	NAIC CODE	Buffalo, NY, 14202	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

\$5,000,000 I Multimedia Liability Each Claim & In the Aggregate
 \$5,000,000 II Security and Privacy Liability each Claim & In the Aggregate
 \$5,000,000 III Privacy Regulatory Defense and Penalties each Claim & in the Aggregate
 \$5,000,000 IV PCI DSS Liability each Claim & in the Aggregate
 \$50,000 V TCPA Defense each Claim & in the Aggregate

First Party Insuring Agreements

\$5,000,000 VI Breach Costs each Claim & in the Aggregate
 \$25,000 VII Post Breach Remediation each Claim & in the Aggregate
 \$5,000,000 VIII BrandGuard each Claim & in the Aggregate
 \$5,000,000 IX System Failure each Claim & in the Aggregate
 \$1,000,000 X Dependent System Failure each Claim & in the Aggregate
 \$5,000,000 XI Cyber Extortion each Claim & in the Aggregate
 \$50,000 XII Cyber Crime
 \$50,000 XIII Reward Expenses each Claim & in the Aggregate
 \$25,000 XIV Court Attendance Costs each Claim & in the Aggregate
 \$5,000,000 Maximum Policy Aggregate Limit
 \$1,000,000 Additional Defense Costs Limit



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221	CONTACT NAME: Joelle Maranto PHONE (A/C No. Ext): (716) 633-1818 E-MAIL ADDRESS: jmaranto@marantoagency.com FAX (A/C No.): (716) 633-6442
INSURED P&A Administrative Services, Inc.; Priselac & Associates, P&A Insurance 17 Court Street Suite 500 Buffalo NY 14202	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 19682

COVERAGES**CERTIFICATE NUMBER:** CL1992638611**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☐ N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Employee Dishonesty			01FA0259457-18	09/26/2019	09/26/2020	Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 109 3rd Ave. South Franklin TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0315)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

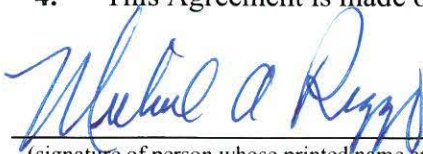
State of Erie)
County of New York) SS

On behalf of Bidder/Proposer, Michael Rizzo agrees that:
(printed name of person signing Agreement)

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
P&A Administrative Services, Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

President
(title of person whose printed name appears above)

Sworn and subscribed to before me this 8 day of October, 2019

Rhea Nagel 
(Notary Public)

My Commission Expires: 12-18-22

RHEA NAGEL
NOTARY PUBLIC, STATE OF NEW YORK
REG. No. 01NA6052500
QUALIFIED IN ERIE COUNTY
My Commission Expires 12/18/2022

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020-009)

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0315)

Attachment No. 5

**NOTICE OF CONFIDENTIALITY AND PROPRIETARY
RIGHTS**

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2020-009

THE CONTENTS OF THE CITY OF FRANKLIN, TENNESSEE PROCUREMENT AWARD MADE PURSUANT TO THE CITY'S PROCUREMENT SOLICITATION REFERENCED ABOVE, AND SOME OR ALL INFORMATION THAT MAY BE OBTAINED IN THE COURSE OF ITS PERFORMANCE, MAY INCLUDE HIGHLY CONFIDENTIAL INFORMATION THAT MAY SUBJECT ANYONE DISCLOSING SUCH INFORMATION TO CIVIL AND CRIMINAL PENALTIES IMPOSED BY LOCAL, STATE AND FEDERAL LAW.

The successful Vendor must necessarily be granted access to public and private information that may be confidential under the Tennessee Open Records Law and other privacy laws.

CONFIDENTIAL INFORMATION

As a result of the procurement award, the parties may provide each other with Confidential Information. For the purposes of this Notice, "Confidential Information" is any information disclosed or discovered in written, graphic, verbal, or machine-recognizable form, whether or not clearly marked, designated, labeled or identified as such. Notwithstanding any other provisions of this Notice, Confidential Information shall not include any information that:

1. is or becomes publicly known through no wrongful act of the receiving party;
2. is already known to the receiving party without restriction when it is disclosed;
3. is, or subsequently becomes, rightfully and without breach of this Notice, in the receiving party's possession without any obligation restricting disclosure;
4. is independently developed by the receiving party without breach of this Notice;
5. is explicitly approved for release by written authorization of the disclosing party; or
6. is required to be disclosed under state or federal law.

Each party agrees to:

1. maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by state or federal law or by a court of competent jurisdiction;
2. restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information;
3. take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing and requiring written acknowledgements from its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and
4. use such Confidential Information only in furtherance of the performance of this Notice.

City of Franklin Notice of Confidentiality & Proprietary Rights

Purchasing Office Solicitation No.: 2020-009

Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or implied license, other than the limited right of the Vendor to use the Confidential Information in the manner and to the extent permitted by the scope of work. Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of Vendor's intentional, negligent, inadvertent or unintentional release of City documents or information.

PRESERVATION OF CITY'S PROPRIETARY RIGHTS, RIGHTS OF THIRD PARTIES

The City, including its contractors, agents, employees and any third party manufacturers of any equipment, and the copyright owner of any Non-Vendor Software shall own and retain all of their respective Proprietary Rights in any Equipment and Software. Nothing in this Notice is intended to restrict the Proprietary Rights of Vendor, any copyright owner of Non-Vendor Software, or any third party manufacturer of equipment. All intellectual property developed, originated, or prepared by Vendor in connection with providing to City consulting services in connection with the evaluation of the City's equipment, software, or related systems and services remain vested exclusively in City, and this Notice does not grant to Vendor any shared development rights of intellectual property. Exclusive title to all data input, generated by or transferred into or out of the City's system by City shall remain vested in City.

Nothing in this Notice will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Vendor's Proprietary Rights. City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence shall not apply to Open Source Software which is governed by the standard license of the copyright owner.

I HAVE READ THE ABOVE TERMS, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM UNDER PENALTY OF LAW.

SO ACKNOWLEDGED:



Signature of authorized representative of Vendor

10/8/19

Date

10/8/19

Date

Employee's signature

(to be signed by each employee at the time of commencement of services)

Tabulation of Bids*

Purchasing Office Solicitation No.:	2020-009 (healthcare and dependent care flexible spending account administrative services)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	9/26/19					
Number of vendors that were notified of / that responded to this solicitation for bids:	6 / 7					
Date and time bids due and publicly opened:	10/10/19 2:00 PM					
Present at opening of bids:	Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	11/12/19					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total bid pricing, per-participating-employee-per-month:	Payment terms:	Bid and bid pricing is valid through:
Ameriflex, Inc. 2508 Highlander Way, Suite 200 Carrollton, TX 75006 Randy Navarro, Regional Sales Manager 615-917-1896 rnavarro@myameriflex.com	1 of 1	No (missing references)	Bidder takes no exceptions	\$4.00	net 30 days	02/01/20
ASIFlex 201 West Broadway, Ste. 4C Columbia, Missouri 65203 Anita Spencer, VP Marketing 573-999-6632 marketing@asiflex.com	1 of 1	Yes	Bidder takes 1 exception	\$3.25	net 30 days	12/31/19
ConnectYourCare, LLC 307 International Circle, Suite 200 Hunt Valley, MD 21030 Mark Howard, Vice President, Sales 443-267-6390 Mark.Howard@connectyourcare.com	1 of 1	No (missing references, detailed description of exceptions, and addenda not acknowledged)	Bidder takes 4 exceptions (and City notes the following City documents are red-lined: T's & C's, Procurement Agreement, & Affidavit of Title VI Compliance)	\$2.50	net 30 days	12/31/19
Discovery Benefits, LLC 4321 20th Ave. S. Fargo, ND 58103 Chanel Robert, Sales Director 701-492-7265 crobert@discoverybenefits.com	1 of 1	Yes	Bidder takes no exceptions (but City notes the following City documents are red-lined: T's and C's, Notice of Confidentiality & Proprietary Rights, & Indemnification Agreement, and a minimum monthly fee may apply)	\$3.00	net 30 days	01/01/20
P&A Administrative Services, Inc. 17 Court Street Buffalo, NY 14202 Will Wilson, Benefits Consultant 716-362-5504 wilsonw@padmin.com	1 of 1	Yes	Yes	\$3.20	net 30 days	12/31/19

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.:	2020-009 (healthcare and dependent care flexible spending account administrative services)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	9/26/19					
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Present at opening of bids:	Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	11/12/19					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total bid pricing, per-participating-employee-per-month:	Payment terms:	Bid and bid pricing is valid through:
PayFlex Systems USA, Inc. 11819 Miami Street, Suite 200 Omaha, NE 68164 Tanya Rees, National Sales Executive 719-728-9398 trees@payflex.com	1 of 1	No (Addendum No. 2 not acknowledged)	Bidder takes no exceptions (but City notes bidder quoted a minimum monthly fee	\$3.95	net 30 days	02/15/20
TASC 2302 International Lane Madison, Wisconsin 53704 Chad Landen, Regional Sales Director 608-268-8834 chad.landen@tasconline.com	1 of 1	No (missing City specifications marked as to compliance and City T's & C's with vendor's contact information inserted; Bid Submittal Form not signed in full; Addendum No. 2 not acknowledged)	Bidder takes no exceptions but City notes bidder quoted an annual membership fee, and bidder states their response is proprietary and confidential and not to be disclosed for any purpose other than for internal evaluation)	\$4.00	net 30 days	01/10/19

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

Tabulation of Submittals*

Purchasing Office Solicitation No.:	2020-008 (parks design and consulting services)			
Notice to submitters published in the Williamson Herald on:	8/22/19			
Number of potential submitters that were notified of / that submitted a submittal in response to this request for submittals:	34 / 16			
Date and time submittal due and publicly opened:	9/26/19 2:00 PM			
Present at opening of submittals:	John Stevenson of Kinley-Horn; Lynn Clements of HFR Design, Inc.; Gary M. Vogrin of KVD; Alyssa Dillon, Kevin Lindsey and Lisa Clayton of the City of Franklin Parks Department; and Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office			
Target meeting of BOMA at which recommendation is scheduled to be considered:	11/12/19			
Submittals received from:	Does the submittal include all required documents?	Does the submittal take any exceptions to the City's procurement solicitation?	Categories of work respondent is seeking to be considered for eligibility:	Submittal is valid and may be accepted through:
Barge Design Solutions, Inc. 615 3rd Avenue South, Suite 700 Nashville, Tennessee 37210 Paula E. Harris, Executive Vice President 615-252-4312 paula.harris@bargedesign.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Architecture Landscape Architecture	12/31/2019
Civil & Environmental Consultants, Inc. 117 Seaboard Lane, Suite E-100 Franklin, TN 37067 Eric Gardner, P.E., Senior Project Manager 615-577-9337 egardner@cecinc.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture Historic Preservation / Restoration	12/31/2019
Collier Engineering Co. Inc. 2949 Nolensville Pike Nashville, TN 37211 Chad Collier, President/ P.I.C 615-331-1441 chad.collier@collierengineering.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture	Indefinite
Gamble Design Collaborative 324 Liberty Pike, Suite 145 Franklin, TN 37064 Greg Gamble, Owner 615-975-7596 greg.gamble@gdc-tn.com	Yes	Respondent takes no exceptions	Landscape Architecture	12/31/2019

* All submittals recommended as eligible for the category of work for which respondent is seeking to be considered

Tabulation of Submittals*

Purchasing Office Solicitation No.:		2020-008 (parks design and consulting services)		
Notice to submitters published in the Williamson Herald on:		8/22/19		
Number of potential submitters that were notified of / that submitted a submittal in response to this request for submittals:		34 / 16		
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Target meeting of BOMA at which recommendation is scheduled to be considered:		11/12/19		
Submittals received from:	Does the submittal include all required documents?	Does the submittal take any exceptions to the City's procurement solicitation?	Categories of work respondent is seeking to be considered for eligibility:	Submittal is valid and may be accepted through:
Genesis Engineering Group, LLC 224 3rd Avenue North Franklin, TN 37064 Russell Skrabut, PE/ CEO 615-567-7601 raskrabut@geneng.net	Yes	Respondent takes no exceptions	General Planning / Design / Engineering	12/31/2019
HDLA 507 Main St. Nashville, TN 37206 Christopher Mantle, Studio Manager 615-327-4447 cmantle@hodgsondouglas.com	Yes	Respondent takes no exceptions	Landscape Architecture	9/26/2019
HFR Design, Inc. 214 Centerview Drive, Suite 300 Brentwood, TN 37027 Jim Gilliam, P.E., President 615-347-1013 jgilliam@hfrdesign.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering	3/30/2020
Integrus Architecture 3310 Aspen Grove Drive, Suite 302 Franklin, TN 37067 Steve Akers, Director of Architecture 615-778-8835 sakers@integrusarchitecture.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Architecture Historic Preservation / Restoration	12/31/2019

* All submittals recommended as eligible for the category of work for which respondent is seeking to be considered

Tabulation of Submittals*

Purchasing Office Solicitation No.:	2020-008 (parks design and consulting services)			
Notice to submitters published in the Williamson Herald on:	8/22/19			
Number of potential submitters that were notified of / that submitted a submittal in response to this request for submittals:	34 / 16			
Date and time submittal due and publicly opened:	9/26/19 2:00 PM			
Present at opening of submittals:	John Stevenson of Kinley-Horn; Lynn Clements of HFR Design, Inc.; Gary M. Vogrin of KVD; Alyssa Dillon, Kevin Lindsey and Lisa Clayton of the City of Franklin Parks Department; and Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office			
Target meeting of BOMA at which recommendation is scheduled to be considered:	11/12/19			
Submittals received from:	Does the submittal include all required documents?	Does the submittal take any exceptions to the City's procurement solicitation?	Categories of work respondent is seeking to be considered for eligibility:	Submittal is valid and may be accepted through:
Kimley-Horn 214 Oceanside Drive Nashville, TN 37204 Alisha Eley, PLA, LEED AP, Project Mgr 615-564-2713 Alisha.Eley@kimley-horn.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture	7/1/2020
Kiser + Vogrin Design 5005 Meridian Blvd., Suite 100 Franklin, TN Gary M. Vogrin, FounderNP 615-708-0567 gary@kiservogrin.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture	Indefinite
Lose Design 2809 Foster Ave Nashville, TN 37210 Mike Wrye, Executive VP & CPO 615-242-0040 mwrye@lose.design	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Architecture Landscape Architecture	1/31/2020
Ross / Fowler, P.C. 5103 Kingston Pike, Suite 105 Knoxville, TN 37919-5193 Michael F. Fowler, President 865-637-1100 mfowler@rossfowler.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture	1/31/2020

* All submittals recommended as eligible for the category of work for which respondent is seeking to be considered

Tabulation of Submittals*

Purchasing Office Solicitation No.:	2020-008 (parks design and consulting services)			
Notice to submitters published in the Williamson Herald on:	8/22/19			
Number of potential submitters that were notified of / that submitted a submittal in response to this request for submittals:	34 / 16			
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Target meeting of BOMA at which recommendation is scheduled to be considered:	11/12/19			
Submittals received from:	Does the submittal include all required documents?	Does the submittal take any exceptions to the City's procurement solicitation?	Categories of work respondent is seeking to be considered for eligibility:	Submittal is valid and may be accepted through:
Sullivan Engineering, Inc. 317 Main Street, Suite 201 Franklin, TN 37064 Richard Sullivan, PE, President 615-319-1855 dickie@sullivanengineering.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering	12/31/2019
Thomas & Hutton Engineering Co. 615 Main Street, Suite 124 Nashville, TN 37206 Travis Todd, PE, Regional Director/Principal 615-349-4990 todd.t@tandh.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture	12/31/2019
Tuck-Hinton Architecture & Design 508 Houston Street Nashville, TN 37203 Mary Roskilly, AIA, Partner/Principal 615-254-41 00 mroskilly@tuckhinton.com	Yes	Respondent takes no exceptions	Architecture Historic Preservation / Restoration	12/31/2019
W&A Engineering 901 Woodland Street, Suite 104 Nashville, TN 37206 Clint Camp, Director 615-610-1023 ccamp@waengineering.com	Yes	Respondent takes no exceptions	General Planning / Design / Engineering Landscape Architecture	6/30/2020

* All submittals recommended as eligible for the category of work for which respondent is seeking to be considered

**PARKLAND IMACT FEE (PAYMENT OF FEE ONLY)
AGREEMENT FOR OAKBROOK PUD BETWEEN THE CITY OF
FRANKLIN AND THOMPSON THRIFT DEVELOPMENT, INC.
CONTRACT NO. 2019-0295**

PARKLAND IMPACT FEE] (this "Agreement"), made and entered into this_____day of 2019 by and between THE CITY OF FRANKLIN, TENNESSEE (hereinafter "City") and Thompson Thrift Development, Inc. (hereinafter "Thompson") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and Thompson as owner of that certain land known as Oakbrook PUD in Williamson County, Tennessee. The parties join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, Thompson is in the process of developing the property located at 200 Mallory Station Road, Franklin, TN 37064 (the "Development Project"), located in Parkland Quadrant One (1) of the City, consisting of Eighty-Nine (89) dwelling units known as Oakbrook PUD; and

WHEREAS, Parkland Impact Fees are calculated using the mathematical formulas and allocations set forth in the City's Parkland Impact Fees Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, "Ordinance"); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for this project is Three Hundred Eighty-Three Thousand Fifty-Six Dollars (\$383,056.00) and shall be paid at the final plat or at the issuance of the first building permit, whichever comes first.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. This Agreement is non-transferable to the successors or assigns of Thompson unless the successor assumes the same obligations of Thompson in writing. Such assignment shall be provided to the City within fifteen (15) days of its occurrence. Upon assignment, Thompson shall be relieved from further liability under this Agreement.
3. The City and Thompson agree that the terms and conditions contained herein shall be binding on and shall insure to their heirs, representatives, successors, and assigns.
4. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The parties' choice for forum and venue shall be

exclusively in the courts of Williamson County, Tennessee.

5. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Thompson:

Thompson Thrift Development, Inc.
Attn: Paul M. Thrift
901 Wabash Avenue
Suite 300
Terre Haute, Indiana 47807

6. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. General Terms and Conditions

1. Personal Liability.

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Thompson or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Thompson or successor or on any obligations hereunder.

2. Warranties /Limitation of Liability/Waiver.

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Thompson to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

3. Severability.

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____

Dr. Ken Moore, Mayor

By: _____

Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____

Maricruz R. Fincher
Staff Attorney

**Thompson Thrift
Development, Inc.**

By:

Name: PAUL M. THRIFT

Title: PRESIDENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF INDIANA)

COUNTY OF VIGO)

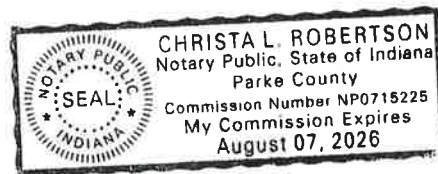
On October 17, 2019, before me, CHRISTAL ROBERTSON, Notary Public, personally appeared PAUL M. THRIFT who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of INDIANA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christal L. Robertson (seal)
NOTARY PUBLIC

My Commission Expires: 8/7/2026



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0316)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and 360 Network Solutions of Marietta, Georgia ("SUPPLIER"), who mutually agree as follows:

1. CITY issued (a) on October 3, 2019 Purchasing Office Solicitation No. 2020-014, a procurement solicitation for bids for access security components for traffic signals and intelligent transportation system, (b) on October 10, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2020-014, and (c) on October 15, 2019 Addendum No. 2 to Purchasing Office Solicitation No. 2020-014 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, SUPPLIER submitted a bid dated October 21, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SUPPLIER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. CITY awarded on November 26, 2019 to SUPPLIER the purchase of access security components for traffic signals and intelligent transportation system pursuant to SOLICITATION and SUBMITTAL.
5. Products shall be delivered to the satisfaction of CITY by not more than twice the estimated time of delivery, measured in number of calendar days after receipt of order, as indicated by SUPPLIER on its completed Bid Submittal Form as included in SUBMITTAL unless a later delivery has been authorized in writing by CITY. Failure by SUPPLIER to meet the delivery schedule shall constitute grounds for CITY to cancel order and/or consider SUPPLIER to be in breach of contract.
6. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SUPPLIER:



(signature of SUPPLIER's authorized representative)

TITLE: Director IoT Ops

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Maricruz R. Fincher, Staff Attorney for CITY

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0316)

Attachment No. 1

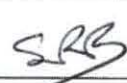
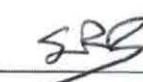
Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-014

Bidder's name, street address, and mailing address (if different):	360 Network Solutions 1800 Sandy Plains Industrial Pkwy Suite 304 Marietta, GA 30067
Bidder's contact person's name (printed), title, telephone number and e-mail address:	Steve Bowles Director IoT 770-718-7437 steve@360ns.net
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Estimated time of delivery of the specified products:	30-45 days after receipt of order.
Last date (no sooner than December 31, 2019) that bid and associated quoted line-item unit pricing is valid and may be accepted by the City:	Jan 31, ²⁰²⁰ 2019 
For all but the AWS cloud-hosted server annual license fee, last date (no sooner than December 31, 2019) that quoted line-item unit pricing is valid for potential future orders:	Jan 31, ²⁰²⁰ 2019 
For only the AWS cloud-hosted server annual license fee, last date (no sooner than December 31, 2019) that quoted unit pricing is valid for potential future orders:	Jan 31, ²⁰²⁰ 2019 

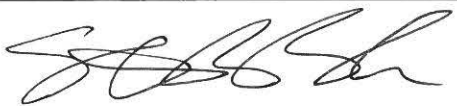


Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-014

Bidder's name:	360 Network Solutions
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? • City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; • Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; • Contact information for required references (see Instructions for Bidders); • City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; • Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; and • City of Franklin Affidavit of Non-Collusion, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses not to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. 1. ☒ Addenda Nos. 1 through <u>2</u> . ☐ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature) Director IoT
Title of bidder's authorized representative:	Steve R. Bowles
Date of signatures:	10-21-2019

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-014

Bidder's name:					360 Network Solutions		
Quoted bid pricing and other information for specified products:							
<u>Line No.</u>	<u>Qty</u>	<u>UoM</u>	<u>Product Description</u>	<u>Name of Manufacturer</u>	<u>Duration of Manufacturer's Product Warranty</u>	<u>Bid Unit Price</u>	<u>Bid Extended Price</u>
1	160	Each	Traffic signal cabinet locks p/n TrafficCab 101	Medeco	24 months	\$ 175.43	\$ 28,069.09
2	20	Each	XT slim line key (G3B) & charger bundle to include: (a) Bluetooth key; (b) charger; and (c) USB cable	Medeco	24 months	\$ 114.53	\$ 2,290.67
3	1	Each	XT USB programming station only w/ USB cable	Medeco	24 months	\$ 137.76	\$ 137.76
4	1	Each	USB cable ea-200058	Medeco	24 months	\$ 13.30	\$ 13.30
5	2	Each	Key charger options XT remote wall programmer – program and update XT keys remotely via an internet connection to the XT web manager	Medeco	24 months	\$ 2,225.11	\$ 4,450.22
6	1	Each	XT multi key charger – charge up to 10 XT keys simultaneously (does not program keys)	Medeco	24 months	\$ 314.56	\$ 314.56
7	10	Each	Indoor/outdoor padlock, key retaining, 1 1/8" shackle clearance diameter, with cylinder	Medeco	24 months	\$ 185.78	\$ 1,857.78
8	1	Each	Server options XT web plus (AWS cloud-hosted) annual license fee – adds remote & mobile programming – limit 750 key holders	Medeco	24 months	\$ 1,258.89	\$ 1,258.89
Bid Grand total:							\$ 38,392.26

SAASH

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-014

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

access security components for traffic signals and intelligent transportation system

Purchasing Office Solicitation No.: 2020-014

2. Notice to Bidders publication date: **October 3, 2019**
3. Solicitation release date: **October 3, 2019**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **October 15, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 22, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 8, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **November 26, 2019**
8. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the lowest priced responsive bid to furnish all labor, materials and means necessary to supply and deliver the products as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
9. Exceptions:
- To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.
 - Any deviation or variance from the City's specifications shall be considered by the City to be an exception.



City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-014

- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price: The bid price shall include all equipment, labor, materials, permit(s), freight and required insurance to supply and deliver the specified products.
- b. Delivery terms: As a matter of practice, the City expects bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on its completed Bid Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on its completed Bid Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified products shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- e. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- f. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.



City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-014

- g. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- h. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
11. Detailed specifications: Please note:
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
 - Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
 - Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
 - Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.
- 11.1. **Products.**
- 11.1.1. C City intends for the end-user department to use the specified products as access security components for traffic signals and the City's intelligent transportation system (ITS). Products as bid shall be designed and manufactured according to industry standards for this intended use.
- 11.1.2. C Products are to be purchased new and unused by the City.
- 11.1.3. C Purchased products shall be current model only and shall have been manufactured within twelve (12) months of the bids submittal deadline and scheduled opening.
- 11.1.4. C No product substitutions are permitted.



City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-014

- 11.1.5. C The products to be bid, and the respective quantities, are exactly as listed in the Bid Submittal Form.
- 11.1.6. C The product descriptions listed on the Bid Submittal Form for the specified products are to be considered City specifications.
- 11.1.7. C Bidder shall quote unit pricing for exactly all specified products. Bids for less than exactly all specified products shall be deemed non-responsive and shall be rejected.
- 11.1.8. C No manufacturer descriptions and specifications or product warranty descriptions are required for bids for the products as specified by the City.
- 11.2. **Delivery, Documentation and Training.**
- 11.2.1. Delivery schedule:
- 11.2.1.1. C Material may not ship until after receipt of order from the City. Order is not to be placed by the City until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award.
- 11.2.1.2. C Bidder shall indicate on its completed Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 11.2.1.3. C Unless a later delivery has been authorized in writing by the City, the specified products shall be delivered to the satisfaction of the City by not more than twice the estimated time of delivery, measured in number of calendar days after receipt of order, as indicated by the bidder on its completed Bid Submittal Form.
- 11.2.1.4. C Failure by the bidder to meet the delivery schedule shall constitute grounds for the City to cancel order and/or consider the bidder to be in breach of contract.
- 11.2.2. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.2.3. C Bidder shall include in the bid pricing delivery and unloading or offloading and deposit of the deliverable at the following location:
- City of Franklin Engineering TOC
City Hall, Suite 133
109 3rd Ave. South
Franklin, TN 37064



City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-014

- 11.2.4. C Bidder awarded the purchase shall provide any labor and equipment necessary to unload or offload the deliverable in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.2.5. C Delivery shall be made between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday except holidays observed by the City.
- 11.2.6. C Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available product-specific training videos, shall be provided upon delivery of the products.

360ns References

Medeco XT CyberSecureITS Lock System

City of Atlanta/ RENEW

Department of Public Works
55 Trinity Avenue, SW
Atlanta, Georgia 30303
Troy Galloway- Traffic Engineer
renewatl-tgalloway@AtlantaGa.Gov
706-892-5364

Provided and installed Medeco XT offline cabinet lock and Medeco HES630REL online lock with Medeco XT key override. Medeco XT Web Client is being used for the offline locks and Genetec Access Control software is being used for the online locks.

GDOT

935 United Ave SE
Atlanta, GA 30316
Esteban Carrillo, PE- State Signal Maintenance Engineer
JCarrillo@dot.ga.gov
404-635-2947

Provided and installed Medeco XT offline cabinet lock and Medeco HES630REL online lock with Medeco XT key override. Medeco XT Web Client is being used for the offline locks and Genetec Access Control software is being used for the online locks.

City of Suffolk

800 Carolina Road
Suffolk, VA 23434
Brian DeFreeuw- Traffic Signal Superintendent
bdefreeuw@suffolkva.us
(757)514-7603/7646

Provided 150 Medeco XT locks and XT Client software to secure traffic intersections in the downtown area of the city.

Arlington County

4300 S 29th Street
Arlington, VA 22206
Mohammad Habibi- Traffic Engineering Mgr
mhabibi@arlingtonva.us
703-228-3523

Provided 450 Medeco XT locks with Medeco XT Client software to manage key holders and access to cabinets.

FDOT District 1

10041 Daniels Parkway
Ft. Myers, Florida 33913
David Burnside- Transcore Project Mgr
David.Burnside@TransCore.com
239-225-1900

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Georgia)
County of Cobb) SS

Affiant, Steve Bowles, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
360 Network Solutions, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.



(signature of Affiant)

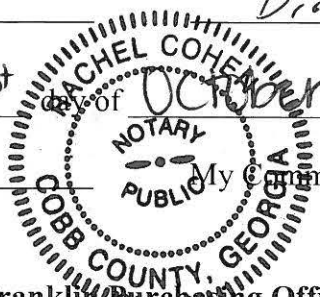
Director IoT

(title of Affiant)

Sworn and subscribed to before me this 21st day of OCTOBER, 2019



(Notary Public)



My Commission Expires: April 2024

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020_014)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0316)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2020_014

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

360 Network Solutions, LLC

Rachel Cohen

1800 Sandy Plains Ind Pkwy

Suite 304

Marietta, GA 30066

770-329-6915

rachel@360ns.net

Search

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already



Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.



Tabulation of Bids*

Purchasing Office Solicitation No.:	2020-014 (access security components for traffic signals and intelligent transportation)						
Notice to Bidders published in the Williamson Herald on:	10/3/19						
Number of vendors that were notified of / that responded to this solicitation for bids:	8 / 4						
Date and time bids due and publicly opened:	10/22/19 2:00 PM						
Present at opening of bids:	William Fox of the City of Franklin Engineering Department; and Leslie Pewitt and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation is scheduled to be considered:	11/26/19						
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Bid Grand Total Pricing:	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
360 Network Solutions 1800 Sandy Plains Industrial Pkwy, Suite 304 Marietta, GA 30067 Steve Bowles, Director IoT 770-718-7437 steve@360ns.net	1 of 1	yes	bidder takes no exceptions	\$38,391.93	net 30 days	30-45 days	1/31/2020
Harrison's Lock, Inc. 307 West Main St., Suite H Lebanon, TN 37087 Naomi Harrison, President 615-444-1414 / 615-207-7006 naomi@harrisonlock.com	1 of 1	yes	bidder takes one (1) exception	\$44,112.97	net 30 days	42 days	2/1/2020
Isenhour Door Products, Inc. 2910 Kraft Drive Nashville, TN 37204 Kim Murkette, Aftermarket Sales 615-620-5282 kmurkette@isenhourdoor.com	1 of 1	yes	bidder takes no exceptions	\$46,375.00	net 30 days	60 days	1/15/2020
Temple, Inc. 305 Bank St., Decatur, AL 35601 P.O. Box 2066, Decatur, AL 35602 Tim Olinger, Customer Sales Representative 800-633-3221 tim.olinger@temple-inc.com	1 of 1	no (missing references)	bidder takes no exceptions	\$39,989.65	net 30 days	45 days	1/31/2020

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bid Line-Item Pricing*

Line No.	Qty	UoM	City's Specified Product Description	360 Network Solutions				Harrison's Lock, Inc.				Isenhour Door Products, Inc.				Temple, Inc.			
				Name of Manufacturer	Duration of Manufacturer's Product Warranty	Bid Unit Price	Bid Extended Price	Name of Manufacturer	Duration of Manufacturer's Product Warranty	Bid Unit Price	Bid Extended Price	Name of Manufacturer	Duration of Manufacturer's Product Warranty	Bid Unit Price	Bid Extended Price	Name of Manufacturer	Duration of Manufacturer's Product Warranty	Bid Unit Price	Bid Extended Price
1	160	each	Traffic signal cabinet locks p/n TrafficCab 101	Medeco	24 mos.	\$175.43	\$28,068.80	Medeco	24 mos.	\$200.68	\$32,108.80	Medeco	24 mos.	\$210.97	\$33,755.20	Medeco	24 mos.	\$181.62	\$29,059.20
2	20	each	XT slim line key (G3B) & charger bundle to include: (a) Bluetooth key; (b) charger; and (c) USB cable	Medeco	24 mos.	\$114.53	\$2,290.60	Medeco	24 mos.	\$133.99	\$2,679.80	Medeco	24 mos.	\$140.86	\$2,817.20	Medeco	24 mos.	\$121.27	\$2,425.40
3	1	each	XT USB programming station only w/ USB cable	Medeco	24 mos.	\$137.76	\$137.76	Medeco	24 mos.	\$161.16	\$161.16	Medeco	24 mos.	\$169.84	\$169.84	Medeco	24 mos.	\$145.86	\$145.86
4	1	each	USB cable ea-200058	Medeco	24 mos.	\$13.30	\$13.30	Medeco	24 mos.	\$15.56	\$15.56	Medeco	24 mos.	\$16.35	\$16.35	Medeco	24 mos.	\$14.08	\$14.08
5	2	each	Key charger options XT remote wall programmer – program and update XT keys remotely via an internet connection to the XT web manager	Medeco	24 mos.	\$2,225.11	\$4,450.22	Medeco	24 mos.	\$2,603.38	\$5,206.76	Medeco	24 mos.	\$2,736.78	\$5,473.56	Medeco	24 mos.	\$2,356.00	\$4,712.00
6	1	each	XT multi key charger – charge up to 10 XT keys simultaneously (does not program keys)	Medeco	24 mos.	\$314.56	\$314.56	Medeco	24 mos.	\$368.03	\$368.03	Medeco	24 mos.	\$386.89	\$386.89	Medeco	24 mos.	\$333.06	\$333.06
7	10	each	Indoor/outdoor padlock, key retaining, 1 1/8" shackle clearance diameter, with cylinder	Medeco	24 mos.	\$185.78	\$1,857.80	Medeco	24 mos.	\$217.36	\$2,173.60	Medeco	24 mos.	\$228.50	\$2,285.00	Medeco	24 mos.	\$196.71	\$1,967.10
8	1	each	Server options XT web plus (AWS cloud-hosted) annual license fee – adds remote & mobile programming – limit 750 key holders	Medeco	24 mos.	\$1,258.89	\$1,258.89	Medeco	24 mos.	\$1,399.26	\$1,399.26	Medeco	24 mos.	\$1,470.96	\$1,470.96	Medeco	24 mos.	\$1,332.95	\$1,332.95
Bid Grand Totals:							\$38,391.93				\$44,112.97				\$46,375.00				\$39,989.65

*Shaded cells do not match bidder's Bid Submittal Form but are binding



TENNESSEE 1033 LESO PROGRAM

SUPPLEMENTAL DATA SHEET

Date: 10/1/19

Agency: Franklin Police Department

Phone: (615) 794-2513 Alternate Phone: (615) 525-6077

Fax: (615) 791-3206

Website (if applicable): _____

Screener #1: Officer Chris Marlow chris.marlow@franklin.tn.gov
RANK / NAME / E-MAIL ADDRESS

Screener #2: _____
RANK / NAME / E-MAIL ADDRESS

Screener #3: _____
RANK / NAME / E-MAIL ADDRESS

Screener #4: _____
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Officer Chris Marlow chris.marlow@franklin.tn.gov
RANK / NAME / E-MAIL ADDRESS

AGENCY CHIEF EXECUTIVE OFFICIAL¹

Signature: _____

Name: _____

Title: _____

Email: _____

AUTHORIZED OFFICIAL²

Signature: _____

Name: _____

Title: _____

Email: _____

¹ Agency Chief Executive Official – Chief of Police or County Sheriff.

² Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.



TENNESSEE 1033 LAW ENFORCEMENT PROPERTY PROGRAM

RELEASE OF LIABILITY

TENNESSEE AGENCY: _____ Franklin Police
Department _____, City and or County

The Tennessee Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property")

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Tennessee or the Tennessee Department of General Services to provide appropriate or adequate training to any person using the transferred property.

The Department of Defense, the State of Tennessee nor the Tennessee Department of General Services assumes any liability for damages or injuries to any person or property arising from the use of the Transferred Property. By signing this agreement, the LEA agrees, subject to the appropriation of sufficient funds, to be solely responsible for any and all suits, actions, demands or claims of any nature arising for its use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Tennessee nor the Tennessee Department of General Services make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinators Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.



The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapon parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

Signature Date

Name/Title

AUTHORIZED OFFICIAL (2):

Signature Date

Name/Title

*The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machine gun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot automatically more than one shot, without manual reloading, by single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

(1) Agency Chief Executive Official – Chief of Police or County Sheriff

**(2) Authorized Official – County Judge, Mayor or City Manager/Administrator,
University/College President or Director**

2 of 2

State Plan of Operation Cover Sheet

Top 10 Facts and Highlights

1. Property made available under this agreement is for the use of authorized program participants only. (See pg. 2 Sec. III, D.)
2. The LESO conditionally transfers all excess DoD property to States/LEAs enrolled in the LESO Program. (See pg. 3 Sec. III, H.)
3. Enforce adequate Security and accountability measures to prevent loss or theft. (See pg. 3 Sec. III, F.)
4. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. (See pg. 4 Sec. III, J.)
5. Annual physical inventory “REQUIRED” 1 October to 31 December. (See Pg. 6 Sec. V, A.)
6. Subject to a Program Compliance Review (PCR) by the State and the LESO. (Pg. 8 Sec. VI) NOTE A.4: Intent to physically inventory 100% of property selected for review.
7. Equipment Custody Receipt (ECR) must be used as a chain of custody for certain equipment. (See Pg. 2, Sec. III, D. - Pg. 11, VIII, C.)
8. Lost, Stolen or Destroyed (LSD) equipment must be reported to the State upon discovery of such. (See pg. 10 Sec. VIII, A.)
9. Modifications to small arms are authorized. All parts are to be retained and accounted for (See pg. 11 Sec. VIII, D.)
10. LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. (See pg. 13 Sec. XII, B.)

Initials of the CLEO _____

Version: July 2018



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

* Indicates Required Fields

(This form is for State/Local Law Enforcement Agencies only)

SECTION 1:

*Originating Agency Identifier (ORI) Number (if applicable) 0940100

*Agency Name: FRANKLIN POLICE DEPARTMENT

*Agency Physical Address: 900 COLUMBIA AVE

*City: FRANKLIN

*NCIC P.O. Box or address (if different than above i.e. Terminal Location):

*Phone #: (615) 794-2513

Fax #: (615) 791-3206

*State: TN

*Zip Code: 37064

*Email: chris.marlow@franklintn.gov

Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 132

*Part-time: 0

RTD Screener - RTD Screeners must be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener.

Armorer/Officer

Chris

Marlow

*#1

*Official Title / Rank

*First Name

*Last Name

chris.marlow@franklintn.gov

(615) 794-2513

Small Arms

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#2

*Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#3

*Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

#4

*Official Title / Rank

*First Name

*Last Name

*Email

*Phone Number

POC (Aircraft/Small Arms/Vehicle)

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

- I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: 1. Chief Law Enforcement Official (CLEO) changes, 2. Agency physical address changes or 3. RTD Screener additions/deletions.

- *(Check only one):**
- ☒ I am signing this document as the CLEO of this law enforcement agency.
- ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide current department policy or Memorandum that provides such signature authority to the individual holding that official position.

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Chief of Police

Deborah Faulkner

*TITLE

*PRINTED NAME: FIRST & LAST

*SIGNATURE

deb.faulkner@franklintn.gov

*EMAIL

10/1/19

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

As the State Coordinator/ State Point of Contact it has been determined that the agency meets the definition of a "Law Enforcement Agency/Activity" as described in section 2. I certify that all information contained in this application is valid and accurate.

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

*LESO Authorized Signatory:

*SIGNATURE

*Screener letter is valid one year from this date:

Note: Once this screener letter has expired, agency can request a new screener letter (LESO AUTHORIZATION SCREENER LETTER, v.MARCH 2018) only through their SC/SPOC.

LESO Notes:

DEPARTMENT OF GENERAL SERVICES
VEHICLE AND ASSET MANAGEMENT
6500 CENTENNIAL BOULEVARD
NASHVILLE, TN 37243-0543
Telephone (615)350-3373; Fax (615)350-3379



INVOICE & ENROLLMENT FOR
PARTICIPATION IN
DOD LESO 1122 / 1033 EXCESS
PROPERTY PROGRAMS
FY20- 2YTEA9

DATE: JULY 1, 2019

AGENCY OFFICIAL: CHIEF DEBORAH FAULKNER

LAW ENFORCEMENT AGENCY: FRANKLIN POLICE DEPARTMENT

MAILING ADDRESS: 900 COLUMBIA AVENUE

CITY / ZIP: FRANKLIN, TN 37064

DESCRIPTION			AMOUNT
FEE FOR PARTICIPATION IN THE DOD LESO 1033 AND 1122 PROGRAMS FOR FY 2020 (JULY 1, 2019 - JUNE 30, 2020).			
1 – 30 Officers/Deputies			\$400
31 – 60 Officers/Deputies			\$600
61 – 90 Officers/Deputies			\$800
91 + Officers/Deputies	X		\$1000
*Make payment out to: <u>STATE OF TENNESSEE</u>			
TOTAL FEE			\$1000

Being the duly authorized agent of the above organization, I commit the organization to comply with the terms and conditions on the listed property as outlined in the agreement

Signature
GS-0057

Date

Law Dept. approved 10.24.19

Tabulation of Bids*

Purchasing Office Solicitation No.: 2020-001 (term sewer main rehabilitation contract)			
Notice to Bidders published in the 5/30/19 <i>Williamson Herald on:</i>			
Number of vendors that were notified of / 3 / 7 that responded to this solicitation for bids:			
Date and time bids due and publicly opened: 7/2/19 2:00 PM			
Present at opening of bids: B. J. Kerstiens of Vortex; Mack Hallmark of SAK; James Buie of Granite; Brian Goodwin of the City of Franklin Water Department; and Leslie Pewitt and Brian Wilcox of the City of Franklin Purchasing Office			
Target meeting of BOMA at which recommendation is scheduled to be considered: 11/26/19			
Bids received from:	Bid No.:	Does the bid include all required documents?	Total estimated bid price based on specified estimated annual quantities:
American Infrastructure Technologies Corp. Jared Giddens, Vice President 8799 U.S. Hwy. 31 Hanceville, AL 35077 256-739-4747 AITC@AITechcorp.com	1 of 1	Yes	\$384,475.00
Granite Inliner, LLC Denise C. McClanahan, Vice-President 4520 N. State Road 37 Orleans, IN 47452-0186 812-865-3232 Tyson Crandall / tyson.crandall@gcinc.com	1 of 1	Yes	\$663,950.00
Gulf Coast Underground, LLC Spencer Tuell, President 5655 Middle Road Theodore, AL 36582 251-725-0200 Chad Tubbs / ctubbs@gulfcoastunderground.com	1 of 1	Yes	\$499,412.50
Insituform Technologies, LLC Diane Partridge, Contract Specialist 17988 Edison Avenue Chesterfield, MO 63005 636-530-8000 dpartridge@aegion.com	1 of 1	Yes	\$445,725.00

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.: 2020-001 (term sewer main rehabilitation contract)			
Notice to Bidders published in the 5/30/19 <i>Williamson Herald</i> on:			
Number of vendors that were notified of / 3 / 7 that responded to this solicitation for bids:			
Date and time bids due and publicly opened: 7/2/19 2:00 PM			
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Target meeting of BOMA at which recommendation is scheduled to be considered: 11/26/19			
Bids received from:	Bid No.:	Does the bid include all required documents?	Total estimated bid price based on specified estimated annual quantities:
IPR Southeast, LLC Jamee Bedingfield - Corporate Controller 5207 Brer Rabbit Road Stone Mountain, GA 30083 404-969-3073 Rich Schici - rschici@teamipr.com	1 of 1	Yes	\$510,750.00
SAK Construction, LLC Boyd Hirtz, Vice President 864 Hoff Road O'Fallon, MO 63366 636-385-1000 Boyd Hirtz/ bhirtz@sakcon.com	1 of 1	Yes	\$437,750.20
Vortex Services, LLC Wesley Kingery, EVP 17 AD Asbury Road Greenville, SC 29605 713-750-9081 wkingery@vortexcompanies.com	1 of 1	No missing resumes for five officers and both the proposed and the proposed alternate on-site superintendent/foreman	\$506,650.00

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bid Line-Item Pricing

Item No.	Description	Unit	Estimated Quantity	American Infrastructure Technologies Corp.		Granite Inliner, LLC		Gulf Coast Underground, LLC		Insituform Technologies, LLC		IPR Southeast, LLC		SAK Construction, LLC		Vortex Services, LLC	
				Bid Unit Price	Extended Price	Bid Unit Price	Extended Price	Bid Unit Price	Extended Price	Bid Unit Price	Extended Price	Bid Unit Price	Extended Price	Bid Unit Price	Extended Price	Bid Unit Price	Extended Price
1	Mainline Sewer Cleaning, Pre- & Post-CIPP CCTV Inspections	LF	12250	\$3.50	\$42,875.00	\$6.00	\$73,500.00	\$3.85	\$47,162.50	\$3.50	\$42,875.00	\$6.00	\$73,500.00	\$8.00	\$98,000.00	\$2.50	\$30,625.00
2	CCTV Pre-Inspection and Cleaning Only	LF	500	\$2.00	\$1,000.00	\$5.50	\$2,750.00	\$3.00	\$1,500.00	\$2.25	\$1,125.00	\$5.50	\$2,750.00	\$4.00	\$2,000.00	\$3.00	\$1,500.00
3	Mainline Heavy Cleaning Services	HRS	30	\$350.00	\$10,500.00	\$700.00	\$21,000.00	\$150.00	\$4,500.00	\$175.00	\$5,250.00	\$300.00	\$9,000.00	\$200.00	\$6,000.00	\$130.00	\$3,900.00
4	6" Diameter x 3.0 mm (minimum) cured thickness CIPP Mainline	LF	1000	\$25.00	\$25,000.00	\$45.00	\$45,000.00	\$28.00	\$28,000.00	\$26.00	\$26,000.00	\$32.00	\$32,000.00	\$25.00	\$25,000.00	\$31.25	\$31,250.00
5	8" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	10000	\$25.00	\$250,000.00	\$37.00	\$370,000.00	\$35.00	\$350,000.00	\$30.00	\$300,000.00	\$31.00	\$310,000.00	\$26.00	\$260,000.00	\$36.25	\$362,500.00
6	10" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	750	\$29.00	\$21,750.00	\$46.00	\$34,500.00	\$39.00	\$29,250.00	\$33.50	\$25,125.00	\$40.00	\$30,000.00	\$29.00	\$21,750.00	\$40.50	\$30,375.00
7	12" Diameter x 7.5 mm (minimum) cured thickness CIPP Mainline	LF	500	\$32.00	\$16,000.00	\$70.00	\$35,000.00	\$40.00	\$20,000.00	\$40.00	\$20,000.00	\$54.00	\$27,000.00	\$30.00	\$15,000.00	\$51.00	\$25,500.00
8	Additional Setup Fee for Mainline < 200 LF	EA	10	\$435.00	\$4,350.00	\$7,000.00	\$70,000.00	\$500.00	\$5,000.00	\$1,500.00	\$15,000.00	\$1,500.00	\$15,000.00	\$0.01	\$0.10	\$1,000.00	\$10,000.00
9	Mainline Sewer Bypass Pumping Flow > 400 GPM	HRS	10	\$300.00	\$3,000.00	\$220.00	\$2,200.00	\$400.00	\$4,000.00	\$35.00	\$350.00	\$150.00	\$1,500.00	\$0.01	\$0.10	\$100.00	\$1,000.00
10	Allowance for Third Party Testing as Directed by Engineer	(n/a)	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Grand totals:					\$384,475.00		\$663,950.00		\$499,412.50		\$445,725.00		\$510,750.00		\$437,750.20		\$506,650.00

*Shaded cells do not match bidder's bid submittal but are binding

SECTION C-00520

AGREEMENT

**BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Franklin, Tennessee ("Owner") and
American Infrastructure Technologies Corporation ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The rehabilitation of approximately 9,000 linear feet of 6", 8", 10" and 12" diameter sewer using cured-in-place pipe lining. The Work includes sewer cleaning and pre- and post- rehabilitation television inspection as set out more fully in the Specifications. Contractor shall provide all necessary materials, labor and equipment to complete the Work. Work may be conducted throughout the City of Franklin Water Management Department's operating area (Site) with specific locations issued through Work Orders.

- 1.02 Work Orders will be issued to the Contractor by the Engineer and will contain the locations where the work is to be completed as well as the quantity of sewer mains to be rehabilitated. The first Work Order is anticipated to be issued within thirty (30) days of the Notice to Proceed. The last Work Order will be issued no later than thirty (30) days prior to Substantial Completion unless otherwise mutually agreed upon.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: sewer main rehabilitation using cured-in-place pipe lining and all related work.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the Franklin Water Management Department.
- 3.02 The Franklin Water Management Department ("Engineer"), a department of the Owner, is to assume all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 335 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Contract Renewal Option*

1. Upon mutual agreement of both parties the Agreement may be renewed a maximum of four (4) times for a one-year term each period at the prices stated in the Contractor's Bid.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES**6.01** *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment shall be based on full completion of work orders and will be processed by Engineer as provided in the General Conditions. Applications for Payment.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST - RESERVED**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations, if any, and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 1. This Agreement (pages C-00520-1 to C-00520-8, inclusive).
 2. Performance bond (pages C-00610-1 to C-00610-3, inclusive).
 3. Payment bond (pages C-00615-1 to C-00615-3, inclusive).
 4. General Conditions (pages C-00700-1 to C-00700-66, inclusive).
 5. Supplementary Conditions (pages C-00800-1 to C-00800-40, inclusive).
 6. Specifications as listed in the table of contents of the Project Manual.

-
7. Addenda (numbers 1 to 2, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-00410-1 to C-00410-6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 5, inclusive).
 - c. Notice of Award.
 - d. Contractor Safety Information (pages C-00452-5 to C-00452-8, inclusive).
 - e. Acknowledgement of Receipt of City of Franklin Contractor Safety Program (page C-00452-9).
 - f. Conflict of Interest Statement (page C-00453-1).
 - g. Drug-Free Workplace Affidavit (page C-00454-1).
 - h. Contractor's Attestation Regarding Illegal Immigrants or Aliens (page C-00455-1).
 - i. Iran Divestment Act Certification (page C-00456-1).
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 Designated Representatives

A. Owner

Name: Brian C. Goodwin, PE
Title: Asst. Dir. WMD
Phone No.: (615) 794-4554
E-Mail: brian.goodwin@franklin.tn.gov
Address: 124 Lumber Drive
Franklin, TN 37064

B. Contractor

Name: Jared Giddens
Title: Vice President
Phone No.: 256-739-4747
E-Mail: aitc@aitechcorp.com
Address: 8799 U.S. Hwy. 31
Hanceville, AL 35077

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ._____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF FRANKLIN, TENNESSEE

American Infrastructure Technologies Corporation

By: Eric Stuckey

By:

Title: City Administrator

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

Attest:

Attest:

By:

By:

Title:

Title:

Address for giving notices:

Address for giving notices:

Franklin Water Management Department

American Infrastructure Technologies Corporation

124 Lumber Drive

8799 U.S. Hwy. 31

Franklin, TN 37064

Hanceville, AL 35077

License No.: 55266

+ + END OF AGREEMENT + +

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Franklin
109 Third Avenue South
Franklin, TN 37064

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Sewer Main Rehabilitation Term Contract – Franklin Water Management Department Operating Area

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Franklin
109 Third Avenue South
Franklin, TN 37064

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Sewer Main Rehabilitation Term Contract – Franklin Water Management Department Operating Area

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

C-00615-2

Contract No: 2018-0214

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.11 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.12 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:

SECTION C-00700

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction.....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules.....	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work	10
4.03 Reference Points	10
4.04 Progress Schedule	11
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions.....	14
5.05 Underground Facilities	15
5.06 Hazardous Environmental Conditions at Site.....	17

Article 6 – Bonds and Insurance	19
6.01 Performance, Payment, and Other Bonds	19
6.02 Insurance—General Provisions	19
6.03 Contractor’s Insurance	21
6.04 Owner’s Liability Insurance	23
6.05 Property Insurance	23
6.06 Waiver of Rights	25
6.07 Receipt and Application of Property Insurance Proceeds	26
Article 7 – Contractor’s Responsibilities	26
7.01 Supervision and Superintendence	26
7.02 Labor; Working Hours	26
7.03 Services, Materials, and Equipment	27
7.04 “Or Equals”	27
7.05 Substitutes	28
7.06 Concerning Subcontractors, Suppliers, and Others	30
7.07 Patent Fees and Royalties	31
7.08 Permits	32
7.09 Taxes	32
7.10 Laws and Regulations	32
7.11 Record Documents	33
7.12 Safety and Protection	33
7.13 Safety Representative	34
7.14 Hazard Communication Programs	34
7.15 Emergencies	34
7.16 Shop Drawings, Samples, and Other Submittals	34
7.17 Contractor’s General Warranty and Guarantee	36
7.18 Indemnification	37
7.19 Delegation of Professional Design Services	38
Article 8 – Other Work at the Site	38
8.01 Other Work	38
8.02 Coordination	39
8.03 Legal Relationships	39
Article 9 – Owner’s Responsibilities	40
9.01 Communications to Contractor	40

9.02	Replacement of Engineer	41
9.03	Furnish Data	41
9.04	Pay When Due	41
9.05	Lands and Easements; Reports, Tests, and Drawings	41
9.06	Insurance	41
9.07	Change Orders.....	41
9.08	Inspections, Tests, and Approvals	41
9.09	Limitations on Owner’s Responsibilities	41
9.10	Undisclosed Hazardous Environmental Condition.....	41
9.11	Evidence of Financial Arrangements	41
9.12	Safety Programs	42
Article 10 – Engineer’s Status During Construction.....		42
10.01	Owner’s Representative.....	42
10.02	Visits to Site.....	42
10.03	Project Representative.....	42
10.04	Rejecting Defective Work.....	42
10.05	Shop Drawings, Change Orders and Payments	43
10.06	Determinations for Unit Price Work	43
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work.....	43
10.08	Limitations on Engineer’s Authority and Responsibilities.....	43
10.09	Compliance with Safety Program	44
Article 11 – Amending the Contract Documents; Changes in the Work		44
11.01	Amending and Supplementing Contract Documents.....	44
11.02	Owner-Authorized Changes in the Work	44
11.03	Unauthorized Changes in the Work	45
11.04	Change of Contract Price.....	45
11.05	Change of Contract Times	46
11.06	Change Proposals	46
11.07	Execution of Change Orders.....	47
11.08	Notification to Surety.....	47
Article 12 – Claims.....		48
12.01	Claims	48
Article 13 – Cost of the Work; Allowances; Unit Price Work.....		49
13.01	Cost of the Work	49

13.02	Allowances	51
13.03	Unit Price Work	52
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		52
14.01	Access to Work	52
14.02	Tests, Inspections, and Approvals	53
14.03	Defective Work	53
14.04	Acceptance of Defective Work	54
14.05	Uncovering Work	54
14.06	Owner May Stop the Work	55
14.07	Owner May Correct Defective Work	55
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		56
15.01	Progress Payments	56
15.02	Contractor’s Warranty of Title	59
15.03	Substantial Completion	59
15.04	Partial Use or Occupancy	60
15.05	Final Inspection	60
15.06	Final Payment	60
15.07	Waiver of Claims	62
15.08	Correction Period	62
Article 16 – Suspension of Work and Termination		63
16.01	Owner May Suspend Work	63
16.02	Owner May Terminate for Cause	63
16.03	Owner May Terminate For Convenience	64
16.04	Contractor May Stop Work or Terminate	64
Article 17 – Final Resolution of Disputes		65
17.01	Methods and Procedures	65
Article 18 – Miscellaneous		65
18.01	Giving Notice	65
18.02	Computation of Times	65
18.03	Cumulative Remedies	65
18.04	Limitation of Damages	66
18.05	No Waiver	66
18.06	Survival of Obligations	66
18.07	Controlling Law	66

18.08	Headings.....	66
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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required

by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this

Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or

authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of

recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 Concerning Subcontractors, Suppliers, and Others

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal

seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and

11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole,

approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for

Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION C-00800

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
SC- 1.01 Defined Terms.....	1
SC- 1.02 Terminology	1
ARTICLE 2 – PRELIMINARY MATTERS	1
SC- 2.02 Copies of Documents	1
SC- 2.03 Before Starting Construction	2
SC- 2.04 Preconstruction Conference; Designation of Authorized Representatives	2
SC- 2.06 Electronic Transmittals	3
ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE	3
SC- 3.01 Intent.....	3
SC- 3.02 Reference Standards.....	4
SC- 3.03 Reporting and Resolving Discrepancies	4
SC- 3.04 Requirements of the Contract Documents	4
SC- 3.05 Reuse of Documents	5
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK.....	5
SC- 4.01 Commencement of Contract Times; Notice to Proceed	5
SC- 4.03 Reference Points	5
SC- 4.04 Progress Schedule	7
SC- 4.05 Delays in Contractor’s Progress	7
ARTICLE 5 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS.....	7
SC- 5.01 Availability of Lands	7

SC- 5.02	Use of Site and Other Areas.....	8
SC- 5.03	Subsurface and Physical Conditions	9
SC- 5.04	Differing Subsurface or Physical Conditions	9
SC- 5.05	Underground Facilities.....	10
SC- 5.06	Hazardous Environmental Conditions	11
ARTICLE 6 – BONDS AND INSURANCE.....		12
SC- 6.01	Performance, Payment, and Other Bonds.....	12
SC- 6.02	Insurance – General Provisions.....	13
SC- 6.03	Contractor’s Liability Insurance	13
SC- 6.05	Property Insurance.....	15
SC- 6.06	Waiver of Rights.....	15
SC- 6.07	Receipt and Application of Property Insurance Proceeds	15
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES.....		15
SC- 7.01	Supervision and Superintendence	15
SC- 7.02	Labor; Working Hours	15
SC- 7.05	Substitutes	17
SC- 7.06	Concerning Subcontractors, Suppliers and Others.....	17
SC- 7.07	Patent Fees and Royalties	18
SC- 7.08	Permits	19
SC- 7.09	Taxes	19
SC- 7.10	Laws and Regulations.....	19
SC- 7.12	Safety and Protection.....	20
SC- 7.16	Shop Drawings, Samples, and Other Submittals.....	21
SC- 7.17	Contractor’s General Warranty and Guarantee	23
SC- 7.18	Indemnification.....	23
SC- 7.19	Delegation of Professional Design Services	24

ARTICLE 8 – OTHER WORK AT THE SITE	24
SC- 8.03 Legal Relationships	24
ARTICLE 9 – OWNER’S RESPONSIBILITIES	25
SC- 9.02 Replacement of Engineer.....	25
ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION.....	25
SC- 10.02 Visits to Site.....	25
SC- 10.03 Project Representative.....	25
SC- 10.09 Compliance with Safety Program.....	28
ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK.....	29
SC- 11.01 Amending and Supplementing Contract Documents	29
SC- 11.02 Owner-Authorized Changes in the Work.....	29
SC- 11.05 Changes of Contract Times	29
SC- 11.06 Change Proposals.....	30
SC- 11.07 Execution of Change Orders	30
ARTICLE 12 – CLAIMS	30
SC- 12.01 Claims.....	30
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK	31
SC- 13.01 Cost of the Work	31
SC- 13.02 Allowances	31
SC- 13.03 Unit Price Work.....	31
ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	
32	
SC- 14.01 Access to Work.....	32
SC- 14.02 Test, Inspections, and Approvals	32
SC- 14.03 Defective Work	32
SC- 14.07 Owner May Correct Defective Work.....	32
ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD	32
SC- 15.01 Progress Payments.....	32

SC- 15.03 Substantial Completion.....	35
SC- 15.04 Partial Use or Occupancy	36
SC- 15.05 Final Inspection	36
SC- 15.06 Final Payment.....	37
ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION	37
SC- 16.01 Owner May Suspend Work	37
SC- 16.02 Owner May Terminate for Cause.....	38
SC- 16.03 Owner May Terminate for Convenience.....	38
SC- 16.04 Contractor May Stop Work or Terminate	38
ARTICLE 17 – FINAL RESOLUTION OF DISPUTES.....	39
SC- 17.01 Methods and Procedures.....	39
ARTICLE 18 – MISCELLANEOUS	39
SC- 18.01 Giving Notice	39
SC- 18.04 Limitation of Damages	39
SC- 18.09 Right to Inspect Records	39

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01.A.10 Delete Paragraph 1.01.A.10 in its entirety and insert the following new paragraph in its place:

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

SC-1.01.A.48 Amend the first sentence of Paragraph 1.01.A.48 to read as follows:

Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion, or revision in the Work.

SC-1.02 Terminology

SC-1.02.D.1.c Delete Paragraph 1.02.d.1.c in its entirety and insert the following new paragraph in its place:

- c. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

SC-2.02.A. Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor three copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully

executed counterpart of the Agreement) plus five conformed sets of Drawings, and one copy in electronic portable document format (PDF), if requested by Contractor. Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.02.B. Delete Paragraph 2.02.B in its entirety and insert the following new paragraph in its place:

- B. Owner shall maintain and safeguard at least one conformed printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such conformed printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

SC-2.03 Before Starting Construction

SC-2.03.A Amend the first sentence of Paragraph 2.03.A by replacing the following word:

Change the words "Effective Date" to "Issue Date of the Notice to Proceed".

SC-2.03 Add the following new paragraph immediately after Paragraph 2.03.A.3:

- B. *Video Recording:* The Contractor shall videotape the proposed working area of the entire construction project route prior to any construction activity. Particular attention shall be paid to pre-existing damage and shall be noted, such as broken headwalls or cracked foundations, which have sustained damage prior to the construction activity.
1. Recording shall be performed in a professional manner, i.e. containing a narrative describing the location of the camera relative to street addresses, manhole stations, etc. and its direction as well as any findings concerning the surrounding area. Movement of the camera should be slow and steady especially when a zoom-mode is being used.
 2. The video files shall be indexed for easy review throughout the duration of the job. The video files shall be provided on a digital video disk (DVD). Video files shall be in a MS Windows compatible format, such as "avi" or "mpeg". The DVD shall be turned over to the Owner prior to starting construction and shall become property of the Owner. None of the videos shall be published without express permission of the Owner.

SC-2.04 Preconstruction Conference; Designation of Authorized Representatives

SC-2.04.A Amend the first sentence of Paragraph 2.04.A to read as follows:

Before any Work at the Site is started, a conference attended by Owner, including Engineer, Contractor and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

SC-2.06 *Electronic Transmittals***SC-2.06.A** **Amend the first sentence of Paragraph 2.06.A to read as follows:**

Except as otherwise stated elsewhere in the Contract, the Owner, including Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

SC-2.06.B **Delete Paragraph 2.06.B in its entirety and insert the following new paragraph in its place:**

- B. Any Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, that are forwarded in electronic or digital format shall be transmitted to the designated representative of the party that is to receive the information. Each party shall designate its representative who is to receive electronic or digital transmittals during the preconstruction conference. If required by the Contract, determined during the preconstruction conference or later requested by a designated representative, information that is electronically or digitally transmitted may also have to be submitted as a hard copy, with the number of hard copies as determined at the preconstruction conference.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**SC-3.01** *Intent***SC-3.01** **Add the following new paragraphs immediately after Paragraph 3.01.E:**

- F. The Specifications and/or Drawings are intended to be explanatory to each other when made available. Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in either, the decision of the Engineer shall be final and binding on Contractor. Large scale details shall govern small scale Drawings. Figure dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings. The Engineer may make any correction of errors or omissions in the Drawings or Specifications when such corrections are necessary for proper fulfillment of their intention as construed by the Engineer.
- G. All the work or materials shown on any Drawing and not mentioned in the Specifications or any work specified and not shown on the Drawings, shall be furnished, performed and completed by Contractor as if same were both mentioned in the Specifications and shown on the Drawings.
- H. Contractor shall not rely on any directions or instructions given to Contractor by any person, organization or entity, whether oral or written, regarding the work to be performed hereunder, other than that provided by the Engineer, court or administrative agency or tribunal of competent authority, and no such direction

or instructions shall be considered as an authorized change to the Scope of Work. The Owner shall not be required to make any payment or provide any other consideration to Contractor for any work performed, actions taken, supplies and/or materials used by Contractor in reliance upon any such unauthorized change in the Scope of Work.

SC-3.02 Reference Standards

SC-3.02.A.2 Delete Paragraph 3.02.A.2 in its entirety and insert the following new paragraph in its place:

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, including Engineer, or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, including Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

SC-3.03 Reporting and Resolving Discrepancies

SC-3.03.A.3 Delete Paragraph 3.03.A.3 in its entirety and insert the following new paragraph in its place:

3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

SC-3.04 Requirements of the Contract Documents

SC-3.04.A Amend the first sentence of Paragraph 3.04.A to read as follows:

During the performance of the Work and until final payment, Contractor shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.

SC-3.04.B Amend the second sentence of Paragraph 3.04.B to read as follows:

Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal.

SC-3.04.C Delete Paragraph 3.04.C in its entirety and insert the following new paragraph in its place:

C. Not Used.

SC-3.05 Reuse of Documents

SC-3.05.A.1 Delete Paragraph 3.05.A.1 in its entirety and insert the following new paragraph in its place:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Engineer; or

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following new paragraph in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier, unless a later commencement date is mutually agreed upon by Contractor and Owner.

SC-4.03 Reference Points

SC-4.03 Add the following new paragraphs immediately after Paragraph 4.03.A:

- B. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction. Engineer may check all or any portion of the work, including lines, elevations and reference marks set by Contractor, and Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Contractor shall correct any errors disclosed by such check. Such checking by the Engineer shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for the accuracy and completeness of Contractor's Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

- C. It shall be the Contractor's responsibility to verify all reference points shown on the Contract Documents prior to beginning Work on the site. All survey work for construction control purposes shall be made by the Contractor at his expense. This verification shall be conducted by professionally qualified personnel in a manner which will verify the accuracy of the information shown in the Contract Documents. On projects which involve the connections to or additions to existing structures, the elevations of these existing structures shall also be verified. Any findings which differ from those shown on the Contract Documents shall be submitted in writing to the Engineer for resolution.
- D. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- E. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- F. The Contractor shall review the Contract Documents and the Site to determine the presence and location of any property or rights-of-way monuments or markers and to assess the possibility of disruption to these monuments or markers. It will be the Contractor's responsibility to flag, erect guard post or provide offset references for the protection or the re-monumentation of these property or rights-of-way monuments or markers.
- G. Existing or new control points, property markers and monuments that will be or are covered, disturbed or destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.
- H. Additional surveys necessary for the construction staking shall be performed by the Contractor, the cost of which shall be incorporated into the appropriate items of Work. On projects in which payment is classified by depth of cut, the construction staking shall be performed in a manner that will allow for the determination of cut classification.
- I. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all structures, roads, existing bench marks, etc. The Record Drawings shall indicate all critical elevations, such as elevations of piping, structures and finish grades.

*SC-4.04 Progress Schedule***SC-4.04 Add the following new paragraphs immediately after Paragraph 4.04.B:**

- C. If in the opinion of the Owner, the Contractor falls behind in meeting the schedule presented in the current monthly Project Schedule Update, the Contractor shall provide such information as may be necessary to show on a revised Project Schedule the steps that will bring it into compliance with the Contract Time requirements or other milestones as identified by the Owner without additional cost to the Owner. Such information shall be submitted to the satisfaction of the Owner prior to the next Project Schedule Update. Compliance with such Submittal requirements shall be a condition precedent to any obligation of the Owner to consider any Application for Payment.

*SC-4.05 Delays in Contractor's Progress***SC-4.05.A Amend the first sentence of Paragraph 4.05.A to read as follows:**

If Owner, including Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price.

ARTICLE 5 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS*SC-5.01 Availability of Lands***SC-5.01.A Add the following new sentences immediately after the last sentence of Paragraph 5.01.A:**

The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Drawings. The Contractor shall verify that these agreements have been obtained and shall comply with the conditions set forth in each agreement.

SC-5.01.B Delete Paragraph 5.01.B in its entirety and insert the following new paragraph in its place:

- B. Not Used.

SC-5.01.C Delete Paragraph 5.01.C in its entirety and insert the following new paragraph in its place:

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work unless otherwise indicated on the Drawings.

*SC-5.02 Use of Site and Other Areas***SC-5.02.A.2 Delete Paragraph 5.02.A.2 in its entirety and insert the following new paragraph in its place:**

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

SC-5.02.B Add the following paragraphs immediately following Paragraph 5.02.B:

1. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
2. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
3. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor by the Owner, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for the cost of cleanup and Site restoration work.

SC-5.02. Add the following paragraph immediately following Paragraph 5.02.D:

- E. *Temporary Access Reinstatement:* When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other

disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 **Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following new paragraphs in their place:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
- B. Not Used.

SC-5.04 *Differing Subsurface or Physical Conditions*

SC-5.04.A **Amend the last paragraph of Paragraph 5.04.A to read as follows:**

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

SC-5.04.B **Delete Paragraph 5.04.B in its entirety and insert the following new paragraph in its place:**

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; and determine the need for any change in the Drawings or Specifications.

SC-5.04.C **Delete Paragraph 5.04.C in its entirety and insert the following new paragraph in its place:**

- C. *Engineer's Statement to Contractor Regarding Site Condition:* Engineer shall issue a written statement to Contractor regarding the subsurface or physical condition in question, providing written findings, conclusions, and recommendations, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will

be made, and advising whether or not Engineer's written findings, conclusions, and recommendations will be adopted, in whole or in part.

SC-5.04.D.4 Delete Paragraph 5.04.D.4 in its entirety and insert the following new paragraph in its place:

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Engineer's issuance of Engineer's written statement to Contractor regarding the subsurface or physical condition in question.

SC-5.05 Underground Facilities

SC-5.05.A Amend the first sentence of Paragraph 5.05.A to read as follows:

Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner by the owners of such Underground Facilities, including Owner, or by others.

SC-5.05.A.1 Delete Paragraph 5.05.A.1 in its entirety and insert the following new paragraph in its place:

1. Owner does not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

SC-5.05.B Amend the last line of Paragraph 5.05.B to read as follows:

...that owner and to Engineer.

SC-5.05.C Delete Paragraph 5.05.C in its entirety and insert the following new paragraph in its place:

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; and determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

SC-5.05.D Delete Paragraph 5.05.D in its entirety and insert the following new paragraph in its place:

- D. *Engineer's Statement to Contractor Regarding Underground Facility:* Engineer shall issue a written statement to Contractor regarding the Underground Facility in question, providing written findings, conclusions, and recommendations, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and advising whether or not Engineer's written findings, conclusions, and recommendations will be adopted, in whole or in part.

SC-5.05.E.3 Delete Paragraph 5.05.E.3 in its entirety and insert the following new paragraph in its place:

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Engineer's issuance of Engineer's written statement to Contractor regarding the Underground Facility in question.

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following new paragraphs in their place:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.06.E Delete Paragraph 5.06.E in its entirety and insert the following new paragraph in its place:

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Engineer (and promptly thereafter confirm such notice in writing). Engineer will determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

SC-5.06.I Amend the first sentence of Paragraph 5.06.I to read as follows:

To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within

the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

SC-5.06.J Amend the first sentence of Paragraph 5.06.J to read as follows:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC-6.01.A Amend the first sentence of Paragraph 6.01.A to read as follows:

If the Contract Price is equal to or greater than one hundred thousand dollars (\$100,000), Contractor shall furnish a performance and a payment bond, each in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract.

SC-6.01.B Add the following language immediately after the last sentence of Paragraph 6.01.B:

Bonds may not be written for an amount in excess of the amount approved for sureties or insurance companies on the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (http://www.fms.treas.gov/c570/c570_a-z.html).

SC-6.01.D Delete Paragraph 6.01.D in its entirety and insert the following new paragraph in its place:

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

SC-6.01 Add the following new paragraph immediately after Paragraph 6.01.F:

G. Contractor must use most recent Engineers Joint Contract Documents Committee (EJCDC) or American Institute of Architects (AIA) Performance and

Payment Bond documents. If, at any time after the execution of the Agreement between the parties, the Owner shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work or the payment of Subcontractors and/or Subconsultants performing labor and/or work on the Project or furnishing materials in connection therewith, Contractor shall, at no additional expense to the Owner, within five days after receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work and/or payment of liens and claims has been furnished by Contractor to the Owner in manner and form satisfactory to the Owner.

SC-6.02 Insurance – General Provisions

SC-6.02.C Insert the following language immediately after the first sentence of Paragraph 6.02.C:

Certificates of insurance shall be provided on the standard ACORD form with endorsements and shall reference the Project or Contract to which they apply.

SC-6.03 Contractor's Liability Insurance

SC-6.03.G Delete Paragraph 6.03.G in its entirety and insert the following new paragraph in its place:

G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

SC-6.03.I.3 Delete Paragraph 6.03.I.3 in its entirety and insert the following new paragraph in its place:

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner and each other insured under the policy.

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and 6.03.A.2 of the General Conditions with coverage limits as required by the State of Tennessee. If Contractor is a sole proprietorship and as such is not required to carry Workers' Compensation coverage, Contractor must submit proof of same. If Contractor is otherwise not obligated to carry Workers' Compensation coverage, Contractor must submit documentation from the Tennessee Department of Labor. The policies shall include a waiver of subrogation in favor of the City of Franklin, where permitted by law.
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

Combined Single Limit or Equivalent:

Each Occurrence (Bodily Injury and Property Damage)	\$ _	<u>1,000,000.00</u>
Aggregate	\$ _	<u>2,000,000.00</u>

The policy must be broad form Contractor's Protective Liability/Independent Liability and shall include a waiver of subrogation in favor of the City of Franklin.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ _	<u>1,000,000.00</u>
Each accident	\$ _	<u>1,000,000.00</u>

Property Damage:

Each accident	\$ _	<u>1,000,000.00</u>
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or

Combined Single Limit of	\$ _	<u>1,000,000.00</u>
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Covered automobiles shall include owned, non-owned, hired or leased. If Contractor transports hazardous materials, its policy shall have an MSC-90 endorsement and endorsement CA9948, if the materials are pollutants. The policy shall include a waiver of subrogation in favor of the City of Franklin.

4. Excess or Umbrella Liability:

Per Occurrence	\$ _	<u>5,000,000.00</u>
General Aggregate	\$ _	<u>5,000,000.00</u>

5. Contractor's Pollution Liability:

Each Occurrence \$ 5,000,000.00

General Aggregate \$ 5,000,000.00

Coverage must be maintained without interruption from date of commencement of the Work and until five (5) years following the date of final payment.

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

SC-6.05 *Property Insurance*

SC-6.05 Delete Paragraph 6.05 in its entirety and insert the following in its place:

6.05 *Property Insurance – Reserved*

SC-6.06 *Waiver of Rights*

SC-6.06 Delete Paragraph 6.06 in its entirety and insert the following in its place:

6.06 *Waiver of Rights – Reserved*

SC-6.07 *Receipt and Application of Property Insurance Proceeds*

SC-6.07 Delete Paragraph 6.07 in its entirety and insert the following in its place:

6.07 *Receipt and Application of Insurance Proceeds – Reserved*

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**SC-7.01** *Supervision and Superintendence*

SC-7.01.B Delete Paragraph 7.01.B in its entirety and insert the following new paragraph in its place:

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

SC-7.02 *Labor; Working Hours*

SC-7.02.A Add the following sentence immediately after the last sentence of Paragraph 7.02.A:

Should the Owner reasonably object to an individual deployed on the Project by Contractor, Contractor agrees to promptly replace the individual with someone reasonably acceptable to the Owner.

SC-7.02.B Delete the last two sentences of Paragraph 7.02.B in their entirety and insert the following new sentences in their place:

Contractor will not perform Work on a Saturday, Sunday, any legal holiday or Owner-observed holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, legal holidays or Owner-observed holidays only with Owner's written consent, which will not be unreasonably withheld.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours are 8:00am to 4:30pm.
2. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to a 40-hour work week, less recognized holidays.
3. Owner-observed holidays are:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving

Friday after Thanksgiving (Columbus Day Observed)

Christmas Eve

Christmas Day

When the stated holiday falls on Saturday, Owner will observe the preceding Friday; when the stated holiday falls on Sunday, Owner will observe the following Monday. When Christmas Eve and Christmas Day fall on Saturday and Sunday, Owner will observe the following Monday and Tuesday.

SC-7.02 Add the following new paragraphs immediately after Paragraph 7.02.B:

- C. Approval for Work outside regular scheduled working hours or on Saturdays, Sundays or legal holidays, shall be requested no less than 48 hours prior to the requested work period. Contractor shall request approval of changes in regular scheduled working hours no less than one week prior to the desired change.
- D. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.

- E. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work that will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect Contractor's work against damage or injury from the weather, and when work is permitted during freezing weather, Contractor shall provide and maintain approved facilities for heating the materials and for protecting the finished work.
- F. Unless Owner had provided written consent to Work being performed outside regular working hours or on Saturdays, Sundays or legal holidays, Contractor shall be responsible for the cost of any overtime pay, additional engineering and field services or other expenses incurred by the Owner (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such additional costs.
 - 1. For purposes of administering the foregoing requirement, additional costs are defined as the employees' hourly cost of actual hours spent beyond regular working hours, as defined in SC-7.02.B, as well as the actual cost of additional expenses associated with work outside unapproved regular working hours. Hourly rates will vary depending on classifications of employees involved.
- G. Contractor will not be responsible for extra costs associated with construction observation overtime for work in excess of 40 hours per week when such overtime work is explicitly required by the Contract Documents.

SC-7.05 Substitutes

SC-7.05.B Amend the first sentence of Paragraph 7.05.B to read as follows:

Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request.

SC-7.06 Concerning Subcontractors, Suppliers and Others

SC-7.06.D Add the following sentence immediately after the first sentence of Paragraph 7.06.D:

- D. The aforementioned Subcontractor or Supplier identity shall at a minimum include name of the firm, name of primary contact, address and contact phone number.

SC-7.06.I Delete Paragraph 7.05.I in its entirety and insert the following new paragraph in its place:

- I. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

SC-7.06.K Delete Paragraph 7.05.K in its entirety and insert the following new paragraph in its place:

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Owner, including Engineer, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

SC-7.06.M Delete Paragraph 7.05.M in its entirety and insert the following new paragraph in its place:

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

SC-7.06.O Delete Paragraph 7.05.O in its entirety and insert the following new paragraph in its place:

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

SC-7.07 Patent Fees and Royalties

SC-7.07.A Amend the last sentence of Paragraph 7.07.A to read as follows:

If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

SC-7.07.B Delete Paragraph 7.07.B in its entirety and insert the following new paragraph in its place:

B. Not Used.

SC-7.07.C Delete Paragraph 7.07.C in its entirety and insert the following new paragraph in its place:

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights

incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

SC-7.08 Permits

SC-7.08 Add the following new paragraphs immediately after Paragraph 7.08.A:

- B. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits, including utility, grading and building permits, from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.

SC-7.09 Taxes

SC-7.09 Add the following new paragraph immediately after Paragraph 7.09.A:

- B. Pursuant to TCA Title 67, Chapter 6, special tax exemptions exist for contractors performing work relating to water pollution control, such as the Owner's wastewater and sewage system. Any contractor providing services or equipment relating to water pollution control shall not include sales and/or use taxes for exempted work on its requests for payment.

SC-7.10 Laws and Regulations

SC-7.10.A Amend the second sentence of Paragraph 7.10.A to read as follows:

Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

SC-7.10.B Amend the first sentence of Paragraph 7.10.B to read as follows:

If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

SC-7.10 Add the following new paragraphs immediately after Paragraph 7.10.C:

- D. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and/or Department of Transportation (DOT) may issue. Contractor further agrees that this paragraph will be incorporated by Contractor in all contracts entered into with Suppliers of materials or services, Subcontractors and/or Subconsultants that may perform any labor or services in connection with this Contract.
- E. Certification of Eligibility under the Davis-Bacon Act
1. By the execution of this Agreement, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 2. No part of the Agreement shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.
- F. *Illegal Aliens* – Franklin Ordinance 30-2006-07 provides as follows:
- If any person who contracts to supply goods or services to the city or other city entities, or who submits a bid to contract to supply goods or services to the city or other city entities, is discovered to have knowingly utilized the services of illegal aliens in the performance of such a contract to supply goods or services to the city or other city entities, the purchasing agents shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the city or other city entities for a period of one (1) year from the date of discovery of the usage of illegal alien services in the performance of a contract to supply goods or services to the city or other city entities.
- G. The Contractor and, if applicable, its subcontractor(s) shall have a license to do business with the City of Franklin in accordance with TCA §67-4-701, *et sequentia*.

SC-7.12 Safety and Protection**SC-7.12.C Insert the following after the second sentence of Paragraph 7.12.C:**

The following Owner safety programs are applicable to the Work:

1. Contractor Safety Program (Section C-00452).

SC-7.12.D Delete Paragraph 7.12.D in its entirety and insert the following new paragraph in its place:

- D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.

SC-7.12.E Delete Paragraph 7.12.E in its entirety and insert the following new paragraph in its place:

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

SC-7.12.F Delete Paragraph 7.12.F in its entirety and insert the following new paragraph in its place:

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

SC-7.12 Add the following new paragraph immediately after Paragraph 7.12.G:

- H. Certain aspects of work performed under this Agreement may involve the entry into manholes, tanks, pits, etc. which are defined as confined spaces by the OSHA requirements and which are detailed in the Combined Federal Register 1910.146. The Contractor shall become familiar with all aspects and requirements of this OSHA policy in order for the Contractor to protect its employees and all others involved from the dangers, which may be associated with the limited access and hazardous atmospheres that may exist in these confined spaces. It is the Contractor's responsibility to become familiar with and institute the various permitting, sampling and other associated safety requirements for confined space entry.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.A.2 Add the following sentence after the last sentence of Paragraph 7.16.A.2:

Submittals without the Contractor's stamp of approval will not be reviewed by the Engineer and will be returned to the Contractor.

SC-7.16.A.3 Add the following sentences after the last sentence of Paragraph 7.16.A.3:

Drawings indicate the extent and general arrangement of the Work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work. If the submittals contain any departures from the Contract Documents, and specific mention thereof is not made in the Contractor's letter of transmittal, the review of such submittals shall not constitute approval of the departure.

SC-7.16.A Add the following new paragraph immediately after Paragraph 7.16.A.3:

4. The specific equipment proposed for use by the Contractor on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment.

SC-7.16.D.1 Add the following sentence after the last sentence of Paragraph 7.16.D.1:

Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades, etc.

SC-7.16.D Add the following new paragraphs immediately following Paragraph 7.16.D.8:

9. In the event that the Engineer is required to provide additional engineering services as a result of changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the cost of Engineer's effort and expenses in connection with such additional services shall be charged to the Contractor by the Owner, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for the cost of Engineer's effort and expenses.
10. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, then the cost of Engineer's effort and expenses in connection with such additional services shall be charged to the Contractor by the Owner, and Owner may impose a set-off

against payments due to Contractor to secure reimbursement for the cost of Engineer's effort and expenses.

SC-7.16.E.2 Amend the second sentence of Paragraph 7.16.E.2 to read as follows:

Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, a system or type of equipment submitted for a particular Specification Section or other item requiring approval, and Contractor shall be responsible for review charges, which shall include all costs and expenses associated with Engineer's review effort, including meetings with the Contractor or manufacturer.

SC-7.16.E.3 Delete Paragraph 7.16.E.3 in its entirety and insert the following new paragraph in its place:

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's effort, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for Engineer's effort, unless the need for such change is beyond the control of Contractor.

SC-7.17 Contractor's General Warranty and Guarantee

SC-7.17.C.2 Delete Paragraph 7.17.C.2 in its entirety and insert the following new paragraph in its place:

2. payment by Owner of any progress or final payment;

SC-7.18 Indemnification

SC-7.18.A Delete Paragraph 7.18.A in its entirety and insert the following new paragraph in its place:

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

SC-7.18.B Delete Paragraph 7.18.B in its entirety and insert the following new paragraph in its place:

- B. In any and all claims against Owner any of its officers, directors, members,

partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

SC-7.18.C Delete Paragraph 7.18.C in its entirety and insert the following new paragraph in its place:

C. Not Used.

SC-7.19 Delegation of Professional Design Services

SC-7.19.B Amend the first sentence of Paragraph 7.19.B to read as follows:

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Engineer will specify all performance and design criteria that such services must satisfy.

SC-7.19.C Delete Paragraph 7.19.C in its entirety and insert the following new paragraph in its place:

C. Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Engineer has specified to Contractor all performance and design criteria that such services must satisfy.

SC-7.19.E Delete Paragraph 7.19.E in its entirety and insert the following new paragraph in its place:

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.03 Legal Relationships

SC-8.03.D Delete Paragraph 8.03.D in its entirety and insert the following new paragraph in its place:

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor or Owner, then Contractor shall (1) promptly attempt to settle the claim as to all parties

through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Delete Paragraph 9.02 in its entirety and insert the following in its place:

9.02 Replacement of Engineer - Reserved

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.02 Visits to Site

SC-10.02 Delete the last sentence of Paragraph 10.02 in its entirety.

SC-10.03 Project Representative

SC-10.03.A Delete Paragraph 10.03.A in its entirety and insert the following new paragraph in its place:

- A. If Engineer deems necessary, Engineer will furnish or designate a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, and the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Owner's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other

Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have

these documents delivered to Engineer for review prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in final visit to the Site to determine completion of the Work, in the company of Owner, including Engineer, and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-10.09 Compliance with Safety Program

SC-10.09.A Delete Paragraph 10.09.A in its entirety and insert the following new paragraph in its place:

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK*SC-11.01 Amending and Supplementing Contract Documents***SC-11.01.A.1.b Amend the first sentence of Paragraph 11.01.A.1.b to read as follows:**

Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters.

*SC-11.02 Owner-Authorized Changes in the Work***SC-11.02.A Delete the second sentence of Paragraph 11.02.A in its entirety.***SC-11.05 Changes of Contract Times***SC-11.05 Add the following new paragraph immediately after Paragraph 11.05.B:****C. Delays due to abnormal weather conditions shall be determined as follows:**

1. Contractor shall obtain weather history for the most recent five years (minimum) preceding the Bid date. Weather history shall be obtained from the National Oceanic & Atmospheric Administration (NOAA) or other source approved by the Engineer. Historical weather shall be based on data from the weather reporting station closest to the Site.
2. For delays associated with an abnormal amount of rain, the Contractor shall use the weather history to calculate an average number of days that rainfall exceeded 0.1 inches for the period (month, quarter, year, etc.) in question. The average value calculated shall be rounded up to the next full day. The Contractor will be awarded a time extension equal to the number of days above the calculated average during which the period in question experienced rainfall in excess of 0.1 inches. A Contract Time extension will not be awarded for rain amounts of less than 0.1 inches.
3. For daily rain amounts in excess of one inch, the Contractor may be awarded one day beyond the number of days calculated as described above. The added day shall be a recovery period for the Contractor to perform Site maintenance, to dewater the Site and to restore erosion control measures before resuming work. Written requests for recovery days shall include a description of work activities performed during the recovery day.
4. For delays associated with other abnormal weather events, the weather history shall be used to calculate an average number of days for the type of weather considered to be the cause of a delay (calculation of the average number of days shall be as described above). The Contractor will be awarded a time extension equal to the number of days beyond the calculated average for the period in question. Where the Contractor can demonstrate that the abnormal weather event has impaired his ability to perform work beyond the day of the abnormal event, a recovery day, or days, to perform Site maintenance as necessary to restore the Site to a

workable condition may be awarded. The recovery days may be awarded if requested in writing by the Contractor and approved by the Owner. Written requests for recovery days shall include a description of work activities performed during the recovery days.

SC-11.06 Change Proposals

SC-11.06.A.1 Delete the last sentence of Paragraph 11.06.A.1 in its entirety.

SC-11.06.A.2 Amend the second and third sentence of Paragraph 11.06.A.2 to read as follows:

Such actions shall be in writing, with a copy provided to Contractor. If Engineer does not take action on the Change Proposal within 30 days, then Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

SC-11.06.A.3 Delete Paragraph 11.06.A.3 in its entirety and insert the following new paragraph in its place:

3. *Binding Decision:* Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

SC-11.06.B Delete Paragraph 11.06.B in its entirety and insert the following in its place:

B. Resolution of Certain Change Proposals – Reserved

SC-11.07 Execution of Change Orders

SC-11.07.A.3 Delete Paragraph 11.07.A.3 in its entirety and insert the following new paragraph in its place:

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties; and

ARTICLE 12 – CLAIMS

SC-12.01 Claims

SC-12.01.A Delete Paragraph 12.01.A in its entirety and insert the following new paragraph in its place:

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 1. Appeals by Contractor of Engineer's decisions regarding Change Proposals; and
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents.

SC-12.01.C Amend the last sentence of Paragraph 12.01.C to read as follows:

All actions taken on a Claim shall be stated in writing and submitted to the other party.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK*SC-13.01 Cost of the Work***SC-13.01.B.3 Amend the second sentence of Paragraph 13.01.B.3 to read as follows:**

If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, which bids, if any, will be acceptable.

SC-13.01.B.5.c Amend the first sentence of Paragraph 13.01.B.5.c to read as follows:

Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof.

*SC-13.02 Allowances***SC-13.02.A Delete Paragraph 13.02.A in its entirety and insert the following new paragraph in its place:**

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner.

SC-13.02.D Delete Paragraph 13.02.D in its entirety and insert the following new paragraph in its place:

D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

*SC-13.03 Unit Price Work***SC-13.03.D Amend the last sentence of Paragraph 13.03.D to read as follows:**

Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of the following paragraph.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK*SC-14.01 Access to Work***SC-14.01.A Amend the first sentence of Paragraph 14.01.A to read as follows:**

Owner, including Engineer, its consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing.

*SC-14.02 Test, Inspections, and Approvals***SC-14.02.D.2 Delete Paragraph 14.02.D.2 in its entirety and insert the following new paragraph in its place:**

2. to attain Engineer's acceptance of materials or equipment to be incorporated in the Work;

SC-14.02.E Delete Paragraph 14.02.E in its entirety and insert the following new paragraph in its place:

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, including Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

*SC-14.03 Defective Work***SC-14.03.C Delete Paragraph 14.03.C in its entirety and insert the following new paragraph in its place:**

C. *Notice of Defects:* Prompt notice of all defective Work of which Engineer has actual knowledge will be given to Contractor.

*SC-14.07 Owner May Correct Defective Work***SC-14.07.B Amend the last sentence of Paragraph 14.07.B to read as follows:**

Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Owner's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD*SC-15.01 Progress Payments***SC-15.01.B.1 Amend the first sentence of Paragraph 15.01.B.1 to read as follows:**

At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents. Each Progress Payment shall reflect a completed work order, partial work orders completed during the pay period will not be accepted for payment. Full work order completion must be achieved for contractor to receive payment.

SC-15.01.B.1 Add the following language at the end of Paragraph 15.01.B.1:

The certificate of property insurance shall list the Owner as additional insured and must, at a minimum, include the following information:

- a. Location of property stored;
- b. Invoice number or itemized information including the description of stored items, such as tag number, manufacturer, etc.
- c. Cost or value of materials or equipment stored.

Off-site storage locations shall be secure and provide proper protection from unauthorized removal, pilferage and theft and shall protect material from negative effects of weather, water damage, insect and rodent infestation, deterioration because of dust, temperature, static electricity and humidity. If applicable, materials must be supported, piled or arranged in accordance with manufacturer's recommendations and warranty requirements. Materials shall be clearly labeled to identify the component. Owner reserves the right to periodically inspect off-site stored materials without notice and may, if applicable, require certification by manufacturer's representative. If detailed information received by Contractor of manufacturer's representative is not of sufficient detail or markings are not adequate to complete verification of stored materials proposed for payment, then Contractor's request will be denied. If Contractor's off-site location request is approved, Contractor shall allow a minimum 30-day review prior to inclusion on Contractor's application for payment due to required coordination. If review of the off-site storage location for materials or equipment, that have previously been included on Contractor's Application for Payment and paid by Owner, reveals that storage conditions have changed or materials or equipment show visible damage, Contractor shall deduct the cost of such materials or equipment on the next Application for Payment. Contractor shall notify Engineer if materials stored off-site are moved and stored on site. If material or equipment is not in acceptable condition when delivered to the project Site, Contractor shall not incorporate it into the Work and cost of material or equipment must be deducted from Contractor's next Application for Payment.

SC-15.01.C.1 Delete Paragraph 15.01.C.1 in its entirety and insert the following new paragraph in its place:

1. Engineer will, within ten days after receipt of each Application for Payment, including each resubmittal, either approve payment or return the Application to Contractor indicating in writing Engineer's reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

SC-15.01.C.2 Amend the first sentence of Paragraph 15.01.C.2 to read as follows:

Engineer's approval of any payment requested in an Application for Payment will constitute a representation by Engineer based on Engineer's observations of the executed Work as an experienced and qualified design professional or other approved representative, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

SC-15.01.C.3 Amend the first sentence of Paragraph 15.01.C.3 to read as follows:

By approving any such payment Engineer will not thereby be deemed to have represented that:

SC-15.01.C.4 Amend the first sentence of Paragraph 15.01.C.4 to read as follows:

Neither Engineer's review of Contractor's Work for the purposes of approving payments nor Engineer's approval of any payment, including final payment, will impose responsibility on Engineer:

SC-15.01.C.5 Delete Paragraph 15.01.C.5 in its entirety and insert the following new paragraph in its place:

5. Engineer may refuse to approve the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations stated in Paragraph 15.01.C.2.

SC-15.01.C.6 Amend the first sentence of Paragraph 15.01.C.6 to read as follows:

Engineer may reduce payment (set-off) necessary in Engineer's opinion to protect Owner from loss because:

SC-15.01.D.1 Amend the first sentence of Paragraph 15.01.D.1 to read as follows:

Thirty days after presentation of the Application for Payment to Owner with Engineer's approval, the amount approved (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.01.E.1 Amend the first sentence of Paragraph 15.01.E.1 to read as follows:

In addition to any reductions in payment (set-offs) by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

SC-15.01.E.1 Insert the following paragraphs after Paragraph 15.01.E.1.k and renumber subsequent paragraphs accordingly:

- l. any fines levied against the Owner for failure of Contractor to adhere to permit requirements or to abide by laws and regulations;
- m. Owner has incurred extra charges or engineering costs related to Contractor's work outside regular working hours;
- n. Owner has incurred extra costs related to failure of Contractor to perform periodic cleanup and basic restoration of the Site satisfactory to the Engineer;

SC-15.01.E.2 Amend the first sentence of Paragraph 15.01.E.2 to read as follows:

If Owner imposes any set-off against payment, Owner will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld.

SC-15.03 Substantial Completion**SC-15.03.A Delete Paragraph 15.03.A in its entirety and insert the following new paragraph in its place:**

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Engineer an initial draft of punch list items to be completed or corrected before final payment.

SC-15.03.B Amend the first sentence of Paragraph 15.03.B to read as follows:

Promptly after Contractor's notification, Owner, including Engineer, and Contractor shall make an inspection of the Work to determine the status of completion.

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.03.C Delete Paragraph 15.03.C in its entirety and insert the following new paragraph in its place:

- C. If Engineer considers the Work substantially complete, Engineer will, within 14 days, execute and deliver to Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected).

SC-15.03.D Amend the first sentence of Paragraph 15.03.D to read as follows:

At the time of receipt of the Contractor's request for issuance of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner.

*SC-15.04 Partial Use or Occupancy***SC-15.04.A Amend the first sentence of Paragraph 15.04.A to read as follows:**

Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, including Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

SC-15.04.A.1 Amend the second sentence of Paragraph 15.04.A.1 to read as follows:

If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner, including Engineer, will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

SC-15.04.A.2 Delete Paragraph 15.04.A.2 in its entirety and insert the following new paragraph in its place:

2. At any time Contractor may notify Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

SC-15.04.A.3 Amend the first and second sentence of Paragraph 15.04.A.3 to read as follows:

Within a reasonable time after either such request, Owner, including Engineer, and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

*SC-15.05 Final Inspection***SC-15.05.A Amend the first sentence of Paragraph 15.05.A to read as follows:**

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective.

SC-15.05 Add the following new paragraph immediately after Paragraph 15.05.A:

- B. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire Work.

SC-15.06 *Final Payment***SC-15.06.B** **Delete Paragraph 15.06.B in its entirety and insert the following new paragraph in its place:**

- B. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's approval of final payment and present the Application for Payment to Owner for payment. Such approval shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

SC-15.06.C **Delete Paragraph 15.06.C in its entirety and insert the following new paragraph in its place:**

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written approval of final payment.

SC-15.06.D **Delete Paragraph 15.06.D in its entirety and insert the following new paragraph in its place:**

- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount approved by Engineer (less any further sum Owner is entitled to set off, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**SC-16.01** *Owner May Suspend Work***SC-16.01.A** **Amend the first sentence of Paragraph 16.01.A to read as follows:**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor.

SC-16.01 **Add the following new paragraph immediately after Paragraph 16.01.A:**

- B. Should the Resident Project Representative (RPR) suspend Work due to unsafe Work conducted by the Contractor, Contractor shall not resume Work until re-inspected by Owner's safety personnel or by subsequent inspection by

Tennessee OSHA. The Contractor shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to this delay.

SC-16.02 Owner May Terminate for Cause

SC-16.02.A.4 Delete Paragraph 16.02.A.4 in its entirety and insert the following new paragraph in its place:

4. Contractor's repeated disregard of the authority of Owner, including Engineer.

SC-16.02.E Amend the fourth sentence of Paragraph 16.02.E to read as follows:

Such claims, costs, losses, and damages incurred by Owner will be incorporated in a Change Order.

SC-16.03 Owner May Terminate for Convenience

SC-16.03.A Amend the first sentence of Paragraph 16.03.A to read as follows:

Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract.

SC-16.04 Contractor May Stop Work or Terminate

SC-16.04.A Delete Paragraph 16.04.A in its entirety and insert the following new paragraph in its place:

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

SC-16.04.B Amend the first sentence of Paragraph 16.04.B to read as follows:

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES*SC-17.01 Methods and Procedures***SC-17.01.B.3 Delete Paragraph 17.01.B.3 in its entirety and insert the following new paragraph in its place:**

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to the exclusive jurisdiction and venue of the state courts located in Williamson County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

ARTICLE 18 – MISCELLANEOUS*SC-18.01 Giving Notice***SC-18.01.A.1 Delete Paragraphs 18.01.A.1 and 18.01.A.2 in their entirety and insert the following new paragraphs in their place:**

1. delivered in person, by a commercial courier service or otherwise, to the designated representative of the party for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the party's designated representative at the last business address known to the sender of the notice.

*SC-18.04 Limitation of Damages***SC-18.04.A Delete Paragraph 18.04.A in its entirety and insert the following new paragraph in its place:**

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

*SC-18.09 Right to Inspect Records***SC-18.09 Add the following new paragraph immediately after Paragraph 18.08:***SC-18.09 Right to Inspect Records*

- A. Contractor shall establish a reasonable invoice accounting system, which enables ready identification of contractor costs of goods and use of funds relating to the Work performed under the Contract. The Owner or its representative may audit the Contractor's records any time during the Contract Time and for an additional period of four years after final payment or until all disputed claims have been settled, whichever is longer, to verify the Owner's payment obligation and the use of the Owner's funds. This right to audit shall include all supporting documentation of subcontractors' invoices for goods or

services that are subcontracted by the Contractor. Any disputed claims will be verified by an independent auditor at the cost of the Owner unless the Contractor is found to have overcharged the Owner in which case the Contractor will pay the cost of the audit as well as repay all overcharges.

- B. Contractor agrees to cooperate with and make reasonable accommodation to Owner for audit or financial examination purposes. Contractor further agrees that failure to cooperate or to carry out the requirements set forth in Paragraph SC-18.09 shall constitute a breach of contract and may result in termination of this Contract by the Owner.
- C. This Paragraph SC-18.09 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

+ + END OF SUPPLEMENTARY CONDITIONS + +

SECTION C-01000

PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 Scope of Work

- A. The work to be performed (Project) consists of the rehabilitation of approximately 12,000 linear feet of 6", 8", 10", and 12" diameter sewer using cured-in-place pipe lining. The Work includes sewer cleaning and pre- and post-rehabilitation television inspection evaluated and coded by NASSCO PACP methods as set out more fully in the Specifications.
- B. Work includes furnishing all labor, equipment, tools and materials and performing all operations required to complete the Work satisfactorily, in place.
- C. Work may be conducted throughout the City of Franklin Water Management Department operating area (Site) with specific locations issued through Work Orders. Work Orders will be issued to the Contractor by the Engineer and will contain the locations where the work is to be completed as well as the quantity of service laterals to be rehabilitated for trim out purposes.

1.02 Measurement and Payment

- A. No payment will be made for any items other than those listed on the Bid Form.
- B. Required items of work and incidentals necessary for the satisfactory completion of the Work which are not specifically addressed on the Bid Form shall be considered incidental to the Work. All costs thereof shall be included in the prices bid for the various Bid items.
- C. Payment for light cleaning shall include any and all light cleaning required to rehabilitate the line segments and will be made for each line segment only once. Any additional light cleaning deemed necessary by the Contractor after initial cleaning is performed will be at Contractor's sole expense.
- D. There is a separate pay item established for heavy cleaning; however, no additional payment for normal light cleaning will be considered. Compensation for heavy cleaning of a particular line will only be paid, if: 1) the heavy cleaning was authorized by the Engineer prior to Contractor performance of the work, and 2) Contractor proves that both significant time and effort were necessary to clean the line (i.e. the time required to clean and inspect the line must have been at least twice the average time required to clean and inspect other sewers of comparable length / diameter at the Site).
- E. Any third-party testing requested by the Owner shall be paid for out of the Allowance for Engineer-directed third-party testing. No payment shall be made for services which fail to verify required results. Contractor shall submit copies of invoices from independent third-party testing firm providing the services, materials and/or equipment with each Application for Payment along with a report verifying that results meet minimum requirements. The cost of all manufacturer testing to qualify products furnished to the Site shall not be the responsibility of the Owner and shall not be compensated out of the third-party testing allowance.

1.03 Milestone Dates

- A. The Contractor shall complete the activities listed below within the following number of days after the Notice to Proceed Commencement Date:

Days after NTP Commencement Date	Milestone	Liquidated Damages per Day
335	Substantial Completion of All Work	\$500.00
365	Completion and Readiness for Final Payment	\$500.00

- B. Substantial completion for the purposes of assessing liquidated damages, shall be defined as the time at which the work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the work is sufficiently complete, in accordance with the Contract Documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it was intended, and to the satisfaction of the Engineer in accordance with the requirements of the Specifications. Specific items of work that must be completed prior to the Engineer's issuance of a certificate of Substantial Completion include, but are not limited to, the following:
1. All submittals must be approved by the Engineer, including but not limited to material test reports;
 2. Correction of defects discovered during the post-installation television inspection.

1.04 Project Location

- A. The location of the Project is the City of Franklin Water Management Department's operating area.

1.05 Sequencing and Coordination

- A. Contractor shall be solely responsible for all construction sequencing.
- B. Work Order Schedule
1. Contractor shall submit to Owner a Work Order Schedule at a minimum seven (7) days prior to commencement of Work in specific work areas, which shall at a minimum include the following information:
 - i. List of all work order items grouped into areas in which Contractor is proposing to work; groups shall be arranged in anticipated order in which Work will be performed;
 - ii. Property addresses;
 - iii. Estimated time frames indicating when Work will be performed;

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- iv. Name of the on-site superintendent for each group of Work.
 - 2. A maximum of two crews working simultaneously may be allowed by Owner unless otherwise approved by Owner.
 - 3. Contractor shall coordinate with Owner to assure Resident Project Representative may observe Work that is being performed by Contractor.
 - C. Public Notifications
 - 1. The Contractor shall notify all residents, property owners and businesses within the project area at least two (2) weeks prior to commencement of Work in the specific area. In addition, Contractor shall issue a second notification to residents within 72 hours, but not less than 24 hours, prior to commencing Work in that area.
 - 2. The Contractor shall coordinate and cooperate with the Owner on the most appropriate way to notify businesses in the area.
 - 3. Owner shall be notified at a minimum seven (7) days prior to Contractor's notification of the public.
 - 4. The method and text of the notices shall be approved by the Owner. An emergency telephone number for the City of Franklin Water Management Dept. shall be the point of contact in the notification.
 - 5. During the performance of the Work, the maximum amount of time allowed for a sewer lateral service outage shall be eight (8) hours for any property served by the sewer. The Contractor shall make personal contact with any home or business that cannot be reconnected within the time stated in the written notice.
 - D. Contractor shall be responsible for coordinating road closures that are necessary for the completion of the Work with the City of Franklin Street Department.

1.06 Utilities

- A. In locations where public water supply is available, the Contractor may utilize the local public water supply at the City's expense to obtain water for construction purposes. The Contractor shall follow all procedures of Owner or other utility related to the use of such public water supply.
- B. The Contractor shall obtain prior approval from the Owner or other utility related to the use of such public water supply before using the local public water supply and shall comply with all Federal, State and local laws and regulations concerning water drawn from a public water supply. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted water use. Hydrants shall only be operated under the supervision of the Owner's personnel.
- C. All water drawn from a public water supply shall be metered using a water meter/backflow preventer supplied by the Owner or other utility. The final application for payment will not be processed until the meter is returned to the Owner or other utility.

1.07 Working Drawings

- A. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, installation drawings, elementary wiring diagrams, interconnecting

wiring diagrams, manufacturer's data, etc. Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of this Contract. Contractor shall secure such information, details, Drawings, etc., from all possible sources including the Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.

B. Working Drawings shall accurately and clearly present the following:

1. All working and installation dimensions;
2. Arrangement and sectional views;
3. Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures;
4. Necessary details and information for making connections between the various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.

C. Shop Drawings

1. Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.
2. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.

1.08 Submittals

- A. Unless otherwise specified, the Contractor shall provide three (3) printed sets and one (1) electronic set of submittals and/or shop drawings for Engineer review in accordance with the General Conditions.
- B. All submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for checking. Contractor shall thoroughly check all Drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction before submitting them to the Engineer.
- C. All submittals shall be bound, dated, properly labeled and consecutively numbered.
- D. In addition to submittal requirements listed in the General Conditions, submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- E. Working Drawings shall be submitted as a single complete package including all associated drawings relating to a complete assembly of the various parts necessary for a complete unit or system.
- F. Shop Drawings shall be submitted as a single complete package for any operating

system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction.

G. The submittal transmittal page shall include, at a minimum, the following information:

1. Contractor identification:
 - i. Contractor;
 - ii. Supplier;
 - iii. Manufacturer;
 - iv. Supplier or Manufacturer Representative.
2. Date of submission;
3. Project number;
4. Project name;
5. Description/identification of the product;
6. Reference to Contract drawing(s), if applicable;
7. Drawing number or specification section, page and paragraph(s), if applicable;
8. Reference to applicable standards, such as ASTM or Federal Standards numbers;
9. Note any deviations from Contract requirements;
10. Contractor's approval and certification statement;
11. Reference to previous submittal (for resubmittals).

H. Submittals shall be routed as follows:

1. Supplier to Contractor;
2. Contractor to Engineer;
3. Engineer to Contractor;
4. Contractor to Supplier.

I. Upon Engineer review, submittals will be returned to the Contractor bearing a review stamp indicating submittal review status:

1. No Exceptions Taken (NET) – Work may proceed;
2. NET with Comments (NETC) – Comments must be addressed, but no resubmittal is required;
3. Make Corrections Noted (MCN) – Resubmittal is required;
4. Amend & Resubmit (A&R) – Work may not proceed, resubmittal is required;
5. Rejected (REJ) – Work may not proceed, new submittal is required;
6. No Review (NR) – Submittal data filed for informational purposes.

- J. If a submittal is satisfactory to the Engineer in full or in part, the Engineer will annotate the submittal NET, NETC or MCN, retain two (2) printed copies and return one (1) printed copy and an electronic copy to the Contractor.
- K. If a full resubmittal is required, the Engineer will annotate the submittal A&R or REJ, and return an electronic copy to the Contractor for appropriate action.
- L. No materials or equipment shall be ordered, fabricated, shipped or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated NET, NETC or MCN. If a submittal is returned MCN, the portions of work covered by the submittal that require confirmation by the Engineer shall not be ordered, fabricated, shipped, or any work performed until those portions are approved in a subsequent submittal either NET or NETC.
- M. Acceptance of a Working Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances indicated or shown.
- N. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.

1.09 Project Close-Out

- A. As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to this contract:
 - 1. Required testing of project components.
 - 2. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
 - 3. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.

PART 2 - NOT USED

PART 3 - EXECUTION

3.01 Documents at Site

- A. Contractor shall maintain any applicable permits on Site at all times. Said permits shall be available for inspection by Owner, including Engineer at all times.

3.02 Contractor Vehicle Identification

- A. Contractor shall visibly affix a magnetic sign to all vehicles used in the performance of the Work; the sign shall at minimum include the following information:
 - 1. Contractor's name

2. Contractor's phone number
3. Performing Work for Franklin Water Management Department

3.03 Final Clean-Up and Site Rehabilitation

- A. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which Contractor or any Subcontractors may have used in the performance of the work.
- B. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from his operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which he has installed, in a clean condition. The completed Project shall be turned over to the Owner in a neat and orderly condition.
- C. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the Site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items that were required to be permanently removed or relocated in accordance with the Contract Documents or as ordered by the Owner.

3.04 Miscellaneous

- A. Questions during performance of the Work may be directed to the City of Franklin Water Management Dept. phone number (615) 794-4554. Ext. 6863

+ + END OF PROJECT REQUIREMENTS + +

SECTION C-01091
CODES AND STANDARDS

PART 1 - GENERAL

1.01 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 Standard Organizations

- A. Piping and Valves
 - ACPA American Concrete Pipe Association
 - ANSI American National Standards Institute
 - API American Petroleum Institute
 - ASME American Society of Mechanical Engineers
 - AWWA American Water Works Association
 - CISPI Cast Iron Soil Pipe Institute
 - DIPRA Ductile Iron Pipe Research Association
 - FCI Fluid Controls Institute
 - MSS Manufacturers Standardization Society
 - NCPI National Clay Pipe Institute
 - NSF National Sanitation Foundation

	PPI	Plastic Pipe Institute
	Uni-Bell	PVC Pipe Association
B.	Materials	
	AASHTO	American Association of State Highway and Transportation Officials
	ANSI	American National Standards Institute
	ASTM	American Society for Testing and Materials
C.	Painting and Surface Preparation	
	NACE	National Association of Corrosion Engineers
	SSPC	Steel Structures Painting Council
D.	Electrical and Instrumentation	
	AEIC	Association of Edison Illuminating Companies
	AIEE	American Institute of Electrical Engineers
	EIA	Electronic Industries Association
	ICEA	Insulated Cable Engineers Association
	IEC	International Electrotechnical Commission
	IEEE	Institute of Electrical and Electronic Engineers
	IES	Illuminating Engineering Society
	IPC	Institute of Printed Circuits
	IPCEA	Insulated Power Cable Engineers Association
	ISA	ISA – The Instrumentation, Systems, and Automation Society
	NEC	National Electric Code
	NEMA	National Electrical Manufacturers Association
	NFPA	National Fire Protection Association
	REA	Rural Electrification Administration
	TIA	Telecommunications Industries Association
	UL	Underwriter's Laboratories
	VRCI	Variable Resistive Components Institute
E.	Aluminum	
	AA	Aluminum Association
	AAMA	American Architectural Manufacturers Association
F.	Steel and Concrete	
	ACI	American Concrete Institute

	AISC	American Institute of Steel Construction, Inc.
	AISI	American Iron and Steel Institute
	CRSI	Concrete Reinforcing Steel Institute
	NRMA	National Ready-Mix Association
	PCA	Portland Cement Association
	PCI	Prestressed Concrete Institute
G.	Welding	
	ASME	American Society of Mechanical Engineers
	AWS	American Welding Society
H.	Government and Technical Organizations	
	AIA	American Institute of Architects
	APHA	American Public Health Association
	APWA	American Public Works Association
	ASA	American Standards Association
	ASAE	American Society of Agricultural Engineers
	ASCE	American Society of Civil Engineers
	ASQC	American Society of Quality Control
	ASSE	American Society of Sanitary Engineers
	CFR	Code of Federal Regulations
	CSI	Construction Specifications Institute
	EDA	Economic Development Administration
	EPA	Environmental Protection Agency
	FCC	Federal Communications Commission
	FmHA	Farmers Home Administration
	FS	Federal Specifications
	IAI	International Association of Identification
	ISEA	Industrial Safety Equipment Association
	ISO	International Organization for Standardization
	ITE	Institute of Traffic Engineers
	NBFU	National Board of Fire Underwriters
	NFPA	National Fluid Power Association
	NBS	National Bureau of Standards

NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
TDEC	Tennessee Department of Environment and Conservation
TVA	Tennessee Valley Authority
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association

	NWWDA	National Wood Window and Door Association
	RMA	Rubber Manufacturers Association
	SBC	SBCC Standard Building Code
	SDI	Steel Door Institute
	SIA	Scaffold Industry Association
	SMA	Screen Manufacturers Association
	SPRI	Single-Ply Roofing Institute
	TCA	Tile Council of America
	UBC	Uniform Building Code
J.	Roadways	
	AREA	American Railway Engineering Association
	CSD	City of Franklin Street Department MCHD Williamson County Highway Department
	TDOT	Tennessee Department of Transportation
K.	Plumbing	
	AGA	American Gas Association
	NSF	National Sanitation Foundation
	PDI	Plumbing Drainage Institute
	SPC	SBCC Standard Plumbing Code
L.	Refrigeration, Heating, and Air Conditioning	
	AMCA	Air Movement and Control Association
	ARI	American Refrigeration Institute
	ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
	ASME	American Society of Mechanical Engineers
	CGA	Compressed Gas Association
	CTI	Cooling Tower Institute
	HEI	Heat Exchange Institute
	IIAR	International Institute of Ammonia Refrigeration
	NB	National Board of Boilers and Pressure Vessel Inspectors
	PFMA	Power Fan Manufacturers Association
	SAE	Society of Automotive Engineers

	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
	SMC	SBCC Standard Mechanical Code
	TEMA	Tubular Exchangers Manufacturers Association
M.	Equipment	
	AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
	AGMA	American Gear Manufacturers Association
	ALI	Automotive Lift Institute
	CEMA	Conveyor Equipment Manufacturers Association
	CMAA	Crane Manufacturers Association of America
	DEMA	Diesel Engine Manufacturers Association
	MMA	Monorail Manufacturers Association
	OPEI	Outdoor Power Equipment Institute, Inc.
	PTI	Power Tool Institute, Inc.
	RIA	Robotic Industries Association
	SAMA	Scientific Apparatus Makers Association

1.03 Symbols

- A. Symbols and material legends shall be as scheduled on the Drawings.

PART 2 - NOT USED

PART 3 – NOT USED

+ + END OF CODES AND STANDARDS + +

SECTION C-02610
CURED-IN-PLACE PIPE (CIPP) LINER
FOR GRAVITY SEWER MAIN LINE REHABILITATION

PART 1 – GENERAL

1.01 Scope of Work

The work consists of the method and process for furnishing all labor, materials, tools, equipment and incidentals necessary to provide for the complete rehabilitation of deteriorated sanitary sewer pipes by forming a new tight-fitting liner within the existing pipe. The process in a typical and general form consists of a flexible felt tube impregnated with an approved resin that is inserted into an existing pipe. The curing may be accomplished by circulating heated water under hydrostatic pressure or steam pressure within the tube to affect the desired cure of the resin throughout the length of the tube, extending full-length from manhole to manhole. The resin should be cured into a hard, impermeable pipe of the desired thickness, providing a structurally sound, smooth interior and tight-fitting liner within the existing pipe. The lined pipe shall provide a hydraulic flow similar to, or greater than, the original new sewer capacity. The liner installation shall be completed in such a way as to prevent resin migration into service laterals.

1.02 Referenced Documents

- A. This specification references the American Society of Testing and Materials such as those indicated below, which are made a part hereof by such reference and shall be the latest edition and revision thereof:
 - 1. ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube);
 - 2. ASTM F1743 (Standard Practice for the Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe);
 - 3. ASTM D5813 (Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems);
 - 4. ASTM D790 (Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials).
- B. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

1.03 Product and Contractor Qualification Requirements

- A. CIPP sewer products shall have a fifty-year design life and only proven products with substantially successful long-term track records are acceptable. Results of independent third-party test samples simulating installation methods and trauma of the product must support the short- and long-term performance as well as structural strength of the sewer rehabilitation product(s).

- B. The tube and resin manufacturers shall be third-party certified to ISO 9000 or other internationally recognized organization standards.
- C. CIPP liner materials must have passed independent approved third-party laboratory testing, not excluding long-term (10,000 hour) structural behavior testing, and must have been successfully installed to repair failing host pipes in the United States (U.S.) for at least five (5) years. In addition to the aforementioned, Engineer may require that Contractor and manufacturer demonstrate that proposed CIPP liner materials meet or exceed the specifications herein and submit evidence for Engineer approval prior to installation of the proposed CIPP liner material systems.
- D. The Contractor performing the CIPP lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be certified and/or licensed as an installer by the CIPP lining manufacturer. The Contractor shall have successfully installed a minimum of 250,000 feet of the proposed CIPP liner during the last three (3) years. The full-time, on-site superintendent/foreman that will supervise the CIPP lining installation under this Contract shall have successfully installed a minimum of 100,000 feet of the proposed CIPP liner during the last two (2) years.
- E. Pre-approved manufacturers of cured-in-place pipe (CIPP) are:
 - 1. Insituform® CIPP, Insituform Technologies, Inc., 17988 Edison Avenue, Chesterfield, MO, 63005, phone (800) 234-2992.
 - 2. InLiner™, Inliner Technologies, Inc., 1468 West Hospital Road, Paoli, IN, 47454, phone (812) 723-0704.
 - 3. SAK Liner™, SAK Construction, LLC., 864 Hoff Road, O'Fallon, MO, 63366, phone (636) 385-1000.

1.04 Submittals

- A. Prior to installation, Contractor shall submit to Engineer a complete list of all materials proposed to be furnished and installed under this Contract. No sewer lining components shall be brought onto the job site until product submittals have been approved by the Engineer.

Submittals, which must be submitted to Engineer for approval, include:

- 1. Manufacturer certification that Contractor is certified and/or licensed as an installer by the CIPP manufacturer.
- 2. Full product submittal for all materials utilized in the CIPP installation to include, but not limited to, the resin and felt tube.
- 3. Third-party written certification of compliance with the applicable ASTM standards listed in Section 2.02 Structural Requirements.
- 4. Evidence that tube and resin manufacturers are third-party certified to ISO 9000 or other internationally recognized organization standards.
- 5. Independent third-party test results supporting the short- and long-term performance as well as structural strength of the proposed sewer rehabilitation product(s). Test samples shall be prepared to simulate installation methods and trauma of the product and must verify that the CIPP physical properties specified in Section 2.02 have been achieved in previous field applications.

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6. Calculations, prepared and sealed by a professional engineer registered in the state of Tennessee with a minimum of two (2) years CIPP design experience, showing the design for the liner thickness for the various sewer pipe sizes.
 7. Description of installation procedure and equipment proposed for use including the designated curing water or steam temperatures, curing pressures, liner installation methods and limitations, locations of monitors, etc.
 8. Cleaning equipment and methods.
 9. Name and contact information of proposed third-party testing company.
- B. Line Segment Inspection Documentation
1. Submit templates of all standard record keeping and inspection forms, which are to be utilized and prepared by the Contractor for issuance to the Engineer, for Engineer review and approval prior to incorporation into the documentation.
 2. After rehabilitation of line segments, Contractor shall:
 - i. submit inspection reports for each line segment. Documentation must at a minimum include the location and/or sewer main identification, upstream and downstream manhole identifications, condition of sewers, lateral connections and joints.
 - ii. furnish closed-circuit television (CCTV) pre- and post-rehabilitation inspection reports on DVD along with typewritten logs of the internal inspections.
- C. Public Notification Forms
1. Prior to scheduling of rehabilitation work, Contractor's method and text of public notifications shall be approved by the Engineer. Contractor shall submit sample public "Notification of Sewerage Service Disruption" forms to the Engineer for review and approval along with the proposed public notification method.
 2. Equipment signage, if applicable, vehicle identification and typical photo badge identification developed by the Contractor shall be submitted to the Engineer for review prior to any work being performed. Contractor's vehicle identification shall be in accordance with Section C-01000 Project Requirements.
- D. Bypass Procedures
- Prepare and submit proposed bypass pumping techniques, equipment, procedures and emergency response plan to Engineer for review prior to installation of proposed bypass pumping operation. Contractor shall include detailed plans for bypassing flow from sections of pipe and laterals to be replaced prior to commencement of work.

E. Primary Installation Equipment

Submit a list of all key equipment and rated relevant capacities that will be utilized for installation of the CIPP. This shall include, but is not limited to, the heat source, resin mixing device, impregnation device, tube feed control equipment, etc.

F. Traffic Control Plan

A Traffic control plan must be submitted for all work along public streets or right-of-ways that are designated for public use. Submittal must be received by the Engineer, and any otherwise appropriate review authority, a minimum of seven (7) days prior to planned work and must be approved prior to commencement of work in these areas. It shall be the Contractor's responsibility to coordinate submittal requirements with the different agencies involved. The Engineer will assist with the facilitation of such other agency requests as necessary.

PART 2 – PRODUCTS

2.01 General

The proposed materials shall be suitable for use in the environment and conditions of the Work.

A. Liner Felt Fiber Tube

1. The product shall not be made of a dark or non-reflective material that would inhibit proper CCTV inspection.
2. The felt fiber tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be rehabilitated as specified. Allowance for circumferential stretching during insertion shall not exceed manufacturer's standards, nor shall it result in allowing violation of the minimum thickness requirements.
3. The liner length shall be that deemed necessary by Contractor to effectively carry out the insertion from inlet to outlet points. The Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by the Contractor, authorized by the manufacturer and approved by the Engineer.
4. The material shall be manufactured in such a manner as to result in a tight-fitting, continuous liner after installation. There shall be no measurable annular space. The liner shall have a snug fit at service connections and manhole terminations as shall be evidenced by indentations and flares respectively.

B. Resin

1. The resin system shall be a corrosion resistant isophthalic polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this Work.

2. The resin for this Work shall be equal or superior to, at the discretion of the Engineer, Viprel® L704 series resin as manufactured by AOC of Collierville, Tennessee. Any resin used shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

2.02 Structural Requirements

A. General

1. The newly installed liner system shall be designed for a minimum fifty-year service life under continuous loading conditions.
2. The liner system shall be designed by a professional engineer registered in the state of Tennessee and shall have sufficient wall thickness to withstand the anticipated external pressures and loads that will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, ovality and installation procedures. Signed and sealed calculations which determine wall thickness requirements of the liner shall be submitted to the Engineer for review and comments prior to installation. Designs shall be based on the use of standard flexible pipe equations, as detailed in ASTM F1216 and shall account for the effects of ovality.
3. Design of the liner system shall be based on the condition of the existing pipe that shall be classified as fully deteriorated unless another classification has been agreed to by the Engineer prior to installation of the liner. Fully deteriorated pipe is herein defined as being structurally unsound, suffering from severe cracks and missing sections or other defects. The design shall assume no bonding to the original pipe wall. The liner system shall be designed to withstand all imposed loads.
4. The tube manufacturer must have performed long-term testing for flexural creep of the CIPP material installed by his contractor. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of fifty percent (50%) will not be applied unless substantiated by qualified third party test data. The materials utilized for this project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.
5. The liner thickness proposed by the Contractor will be reviewed by the Engineer utilizing the design process listed in ASTM F1216 and in particular Appendix XI. If the Contractor's calculation method differs from these equations, Contractor shall explain, clearly in detail, why different equations are utilized and provide satisfactory justification for each deviation.

6. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two (2) layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

B. Specific Design Parameters and Requirements

1. A design safety factor of at least two (2) shall be utilized at all times.
2. The short-term modulus of elasticity will be reduced by fifty percent (50%) in the calculations. If Contractor submits third party certified test results proving a lesser reduction in the long-term modulus after a 10,000-hour test, Engineer will take this into consideration.
3. The Enhancement Factor "K" to be used in "partially deteriorated" design conditions shall be assigned a value of "7". Application of Enhancement Factors (K) in excess of "7" shall be substantiated through independent third-party test data.
4. Ovality shall be calculated from ASTM F1216 Appendix XI.I or as otherwise previously agreed to by the Engineer.
5. Physical properties for the cured pipe shall conform to the minimum structural standards as follows:

<u>Property</u>	<u>Standard Test Method</u>	<u>Cure Polyester Composite Minimum Values Standard</u>	<u>Enhanced Resin</u>
Tensile Strength	ASTM D638	3,000 psi	4,000 psi
Flexural Strength	ASTM D790	4,500 psi	4,500 psi
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi

If so directed by the Engineer, the Contractor shall furnish, prior to use of the materials, satisfactory written certification of his compliance with the manufacturer's standards for all materials and conformance with methods of the manufacturer's process.

6. General corrosion requirements of the CIPP necessitate the system utilize thermosetting resins which will withstand the corrosive effect of the existing residential, commercial and industrial effluents, liquids and/or gases.
7. Hydraulic capacity requirements shall be addressed such that the hydraulic profile shall be maintained as large as possible. The liner shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

8. Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 2.02 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Part 3 of this specification.

2.03 Liner Materials

The only liner products that are pre-approved for installation for this Work are referenced in Section 1.03.E of this specification. Any other processes to be considered equal to those pre-approved shall meet the requirements specified in this specification or as otherwise noted.

At the time of manufacture, each lot of liner shall be inspected for defects and tested in accordance with applicable ASTM standards. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters or deleterious faults.

For testing purposes, a production lot shall consist of all liners having the same marking number. It shall include any and all items produced during any given work shift and must be so identified as opposed to previous or ensuing production.

The Engineer may at any time direct the manufacturer to obtain compound samples and prepare test specimens in accordance with applicable ASTM standards.

The CIPP fiber felt tubing, including the polyurethane, polyethylene or poly-vinyl chloride covered felt and the thermosetting resin shall meet all applicable ASTM and manufacturer's standards.

A. Tube

1. The CIPP tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, ASTM F1743 or ASTM D5813. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe and stretch to fit irregular pipe sections.
2. The wet out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.
3. The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe to be rehabilitated as specified. Allowance for circumferential stretching during installation shall not exceed manufacturer's published or otherwise directed standards nor shall it allow for noncompliance with the minimum design wall thickness. Overlapped layers of felt in longitudinal seams that cause objectionable lumps in the final product shall not be utilized.
4. The outside layer of the tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure.
5. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

6. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection equipment may be made.
 7. Seams in the tube shall be stronger than the non-seamed felt.
 8. The exterior surface of the tube to be inserted shall be marked for distance at regular intervals along its entire length, not to exceed five feet (5'). Such markings shall include the manufacturer's name or identifying symbol. The tubes must be manufactured in the U.S.
- B. Resin
1. The resin system shall be a corrosion resistant isophthalic polyester, vinyl ester or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 and ASTM D5813, the physical properties herein and those which are to be utilized in the design of the CIPP for this project.
 2. The resin shall produce CIPP that will comply with the structural and chemical resistance requirements of this specification and the intended application.
 3. Any resin utilized for this project must be specified in the design furnished by the Contractor's professional engineer. This resin shall meet with the approval of the Engineer prior to incorporation into the work.

PART 3 – EXECUTION

3.01 Cleaning

- A. Prior to installation of the liner, the Contractor shall clean the sewer to be lined. The Contractor shall be responsible for determining the extent of the cleaning during his jobsite examination. Cleaning operations shall result in virtually one hundred percent (100%) of the debris being removed. The Contractor shall clean the sewer with hydraulically propelled, high velocity jet or mechanically powered equipment. Selection of the equipment shall be based on the conditions of lines at the time work commences. The equipment and methods selected shall be satisfactory to Engineer and shall be capable of removing dirt, grease, rocks, sand and other material and obstructions from the sewer line.
- B. Heavy cleaning is herein defined as pipe sections that require debris removal of depths exceeding 25 percent of the pipe height and shall, as necessary, include the use of vacuum and other equipment.
- C. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to prevent damage to the existing pipe.
- D. Debris disposal is the responsibility of the Contractor.
- E. A debris disposal manifest shall be provided indicating time and location of disposal.
- F. The Contractor shall ensure no solids are passed downstream to the next pipe section during the cleaning operation.

3.02 Pre-Installation Television Inspection

After cleaning the sewer segment, the Contractor shall internally inspect, via television inspection, the sewer segment to be lined. Personnel conducting the television inspection shall be experienced in operating a sewer televising digital camera and analyzing pipe conditions from the video image. Pipe defects shall be according to NAASSCO PACP descriptors and methodology.

- A. The Contractor shall record these CCTV inspections on DVD and shall include a verbal narrative noting:
 - 1. Date, time of day, type of existing pipe material, diameter of pipe and depth of flow.
 - 2. Sewer segment number as well as the "from" manhole number and "to" manhole number as per the COF GIS Numbering system for manholes.
 - 3. Locations of service connections and branch sewers into the main line.
 - 4. Locations of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer condition.
 - 5. The structural defects shall be described as per PACP requirements.
 - 6. The distance from the centerline of the upstream manhole for each item noted.
- B. The interior of the pipeline shall be carefully inspected to determine the location and extent of any detectable structural failures. The location of any conditions that may prevent proper installation of CIPP into the pipelines shall be noted so that these conditions can be corrected.
- C. The camera utilized for closed circuit televising shall meet NASSCO PACP certification and shall be equipped with digital zoom and remote control devices to adjust the light intensity. The camera shall be equipped with an articulating lens to provide clear views of laterals and other items of importance. The camera shall have a minimum of 1,000 feet of coaxial cable. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segment.
- D. The Contractor shall present on DVD a continuous image of not less than ninety percent (90%) of the internal pipe circumference at all times. Maximum acceptable speed of camera through sewer shall be thirty feet per minute (30 fpm).
- E. If any obstruction in the sewer segment, such as a protruding building lateral, prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segment by making a reverse setup at the next downstream manhole. All obstructions which prevent the passage of the television camera shall be immediately reported to the Engineer by Contractor referencing the location and nature of the obstruction.
- F. Should pre-lining CCTV inspections reveal the mains to be in substantially different conditions than those stated in the design considerations, then Contractor shall report such condition to the Engineer immediately and shall not proceed without further direction from Engineer.
- G. The Contractor shall submit the pre-installation CCTV DVD to the Engineer.

3.03 Bypass Pumping

The Contractor, when required for proper installation of the liner, shall provide for the transfer of sewage flow around the section or sections of pipe designated for rehabilitation. The bypass shall be made by diversion of the flow at an existing upstream manhole and directing the flow

around the section to be taken from service. Bypass lines and pumps, if necessary, shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be set up to allow adequate traffic flow to local businesses and residents. The proposed bypassing system shall be submitted and approved in advance by the Engineer (COF) within two weeks of commencement of work.

3.04 Clearing Protruding Laterals and Obstructions

Based on the Contractor's and Resident Project Representative's review of the existing sewer pre-installation CCTV footage, it shall be determined if a protruding lateral or obstruction will need to be cleared. If the Contractor determines a protruding lateral or obstruction must be cleared prior to installation of the liner, it shall be the responsibility of the Contractor to clear the protruding lateral or obstruction utilizing robotic equipment, if possible.

If clearing a protruding lateral or obstruction is not possible by remote methods in the opinion of the Engineer, the Owner shall utilize its own forces to clear the protruding lateral utilizing a point repair by excavation.

3.05 Clearing Obstructions by Point Repair

If inspection reveals an obstruction cannot be removed by cleaning or remote methods, then the Owner shall utilize its own forces to make a point repair by excavation methods. The Owner shall be afforded up to seven (7) days to make such point repair. If after seven (7) days the Owner has not removed the obstruction, Contractor may skip that segment and move on to the next one.

3.06 Product Handling

The Contractor shall use all means necessary to protect sewer lining material during transportation, before, during and after installation and to protect the installed work and materials of all other trades.

In the event the liner material is damaged in the opinion of the Engineer or Resident Project Representative, the Contractor shall immediately make all repairs or replacements necessary to the approval of the Engineer, at no additional cost to the Owner.

3.07 CIPP Installation Procedure

Contractor shall submit to Engineer pre-CCTV video for review prior to lining any segments. After review of pre-CCTV video, Engineer will determine which line segments are approved for lining and will notify Contractor. Once lining schedule is determined, Contractor shall inform Engineer. No pipe shall be lined without prior notification to the Engineer or Resident Project Representative. Each liner shall be subject to inspection by the Engineer or Resident Project Representative immediately before it is installed and while being installed. Defective liners will be rejected and shall be removed from the site immediately. Contractor shall prevent obstructions to the flow and resin migration into service laterals during liner installation. If a flow obstruction is present in the finished liner and/or if resin migrates into service laterals, it shall be removed by the Contractor at no additional cost to the Owner.

The following are general steps required for installation of CIPP liner systems. Specific requirements for temperature, pressure and time shall be determined by the manufacturer.

A. Resin Impregnation and Tube Insertion

1. Contractor shall designate a location where the uncured resin in the original containers and the un-impregnated fiber felt tube will be impregnated prior to

installation. The Contractor shall allow the Engineer and/or Resident Project Representative to inspect the materials and "wet out" procedure as desired. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified.

2. The wet out fiber felt tube shall be inserted through an existing manhole or other approved access. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure prior to cure.
3. CIPP installation shall be in accordance with ASTM F1216, Section 7 or ASTM F1743, Section 6, or as otherwise appropriate for the method proposed with the following modifications:
 - i. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process is desirable. The method of resin impregnation utilized must meet with the Engineer's approval. To ensure thorough resin saturation throughout the length of the felt tube, the point of vacuum shall be no further than twenty-five feet (25') from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than seventy-five feet (75') from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Contractor uses an alternate method of resin impregnation, the method must produce the same or measurably better results. Any alternate resin impregnation method intended for use must first be proven to the satisfaction of the Engineer.
 - ii. Tube Insertion: The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards. If pulled into place, a power winch or its approved equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
 - iii. Temperature gauges shall be placed inside the tube at the invert level of each end to monitor the temperatures during the cure cycle.

B. Curing

1. After installation of the wet out felt tube is completed, the Contractor shall supply a suitable heat source and recirculation equipment.
2. The equipment shall be capable of delivering the heat source to the far end of the pipe section per manufacturer's recommendations, to uniformly raise the

temperature in the line section equal to or above the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

3. Curing shall be accomplished by utilizing a heat source of hot water, hot air or steam under positive pressure in accordance with the manufacturer's recommended cure schedule.
4. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchangers. Thermocouples shall be placed between the impregnated tube and the invert at the far access point to determine the temperature and time of exotherm. Temperature in the pipeline during the cure period shall be as specifically designated by the manufacturer.
5. Initial cure shall be deemed to be completed when inspection of the exposed portions of CIPP appear to be hard and sound and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the CIPP process being used, during which time the recirculation of the heat source and cycling of the heat exchanger to maintain the temperature continues.

C. Cool Down

The Contractor shall cool the finished CIPP by the methods and to a temperature recommended by the resin manufacturer before relieving the normal pressure in the pipe. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed cured-in-place piping.

D. Finish

The finished CIPP shall be continuous over the entire length of the insertion run and be as free as commercially practical from flow obstructions, resin migration into service laterals and significant defects, including those that will affect the integrity of strength of CIPP in the foreseeable future or warranty period. Any defects, flow obstructions and resin migration present in the finished liner shall be repaired at the Contractor's expense and in a manner mutually agreed upon by Engineer and Contractor. Final cured thickness of the liner shall meet the following minimum liner thickness requirements:

Pipe size	Minimum cured liner thickness
6"	4 mm
8" and 10"	6 mm
12"	7.5 mm

E. Sealing the Ends

If cured-in-place pipe fails to make a tight seal due to broken or misaligned pipe at the access points, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the CIPP and as acceptable to the resin manufacturer.

The water tightness of CIPP shall be gauged while curing and under positive pressure, or as otherwise directed by the Engineer.

It shall be the Contractor's responsibility to determine and to assure that all active laterals are connected to the new liner. The Contractor shall coordinate all lateral robotic cutting with the Owner's Resident Project Representative such that adequate inspection can be made in a timely manner.

- A. Lateral reinstatement shall be completed from inside the pipe. Where holes are cut through the liner, they shall be neat and smooth in order to prevent blockage at the service connections. Failure of contractor to trim out lateral connections that require additional work by others shall not void the warranty of the CIPP Mainline Liner.
- B. Robotically cut-in service connections shall be opened to a minimum of ninety-five percent (95%) and a maximum of one hundred percent (100%) of the internal diameter of the existing lateral. The Contractor shall attempt to retain the coupons at each lateral reinstatement as practical for the method of reinstatement employed. Any coupons made as a result of the robotic cutting shall be retained, catalogued and submitted to the Resident Project Representative for inspection.
- C. Reconnecting the active laterals to the newly lined sewer main shall include all labor, materials, equipment and incidentals as required. In the event the Contractor makes a lateral reinstatement which is not at an active lateral, the Contractor shall apply an approved internal patch to repair the cut-in hole so infiltration does not enter the pipe at that location and the structural integrity of the liner is not compromised. The Contractor shall make such necessary repairs at no cost to the Owner.

3.09 Post-Installation Television Inspection

The Contractor shall televise the inside of the lined sewer segment by CCTV inspection after installation of the liner and reinstatement of all lateral connections are completed. The post-installation CCTV inspection shall comply with the provision in Paragraph 3.02.

All defects discovered during the post installation television inspection shall be corrected by the Contractor before the work under the Contract will be considered for substantial completion. After the defects are corrected to the satisfaction of the Engineer, the sewer shall be CCTV inspected again at no additional cost to the Owner.

The post-installation television inspection DVD shall be submitted to the Engineer in sufficient time to allow the Engineer to review the video tape prior to any substantial completion milestone(s).

3.10 Clean-Up

The Contractor shall flush and clean the lined sewer section, if necessary, to remove all accumulated construction debris, rocks, gravel, sand, silt and other foreign material from the sewer system at or near the closest downstream manhole. Debris shall not be allowed to pass downstream. If it does, the Contractor shall clean the next sewer segment at no additional cost to the Owner.

The Contractor shall restore or replace all removed or damaged paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces or structures in a condition equal to that before the work began, to the satisfaction of the Engineer, and shall furnish all labor and material incidental thereto.

After the installation has been completed and accepted, the Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor.

Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

3.11 Testing and Inspection

- A. Samples shall be prepared and tested in accordance with ASTM F1216, Section 8. This sampling shall be performed for every 1,000 linear feet of the proposed CIPP liner installed, or as otherwise directed by the Engineer.
- B. Pipe physical properties will be tested by a third-party Engineer-approved testing company in accordance with ASTM F1216 or ASTM F1743, or as otherwise appropriate for the method proposed. The flexural properties must meet or exceed the greater of values listed in Section 2.02 of this specification, Table 1 of ASTM F1216 or the values submitted to the Engineer by the project's CIPP wall designer. Each testing report must clearly:
 - 1. Indicate date and location of sample;
 - 2. Indicate date and type of test;
 - 3. State results;
 - 4. Certify compliance with Specifications.
- C. Wall thickness of samples shall be determined as described in ASTM F1216, or as otherwise approved by the Engineer. The minimum wall thickness at any point shall not be less than 87-1/2% of the submitted minimum design wall thickness as calculated in accordance with Section 2.02 of this specification.
- D. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6, or as otherwise necessary for the methods and products employed.

3.12 Warranty

The cured CIPP liner shall be watertight and continuous over the entire length of each run and shall be free from material defects in workmanship and materials. Any defects found, including non-watertightness, during the warranty period shall be repaired by the Contractor at no additional cost to the Owner.

+ + END OF CURED-IN-PLACE PIPE (CIPP) LINER
FOR GRAVITY SEWER MAIN LINE REHABILITATION + +

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-001

1. Solicitation identified: This Addendum No. 1 applies to the following procurement solicitation:

Sewer Main Rehabilitation Term Contract

Purchasing Office Solicitation No.: 2020-001

2. Notice to Bidders publication date: **May 30, 2019**
3. Date Project Manual posted on City's website: **May 31, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **June 22, 2019, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **June 26, 2019**
6. Bids submittal deadline and scheduled opening:
~~**July 2, 2019, 2:00 p.m. Central Time**~~
July 9, 2019, 2:00 p.m. Central Time
7. Tentative date of release of City's tabulation of bids received and notice of intent to award:
~~**August 9, 2019**~~
August 23, 2019
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid:
~~**August 27, 2019**~~
September 10, 2019
9. Addendum:

In reference to the City of Franklin's May 31, 2019 Purchasing Office Solicitation No. 2020-001 for Sewer Main Rehabilitation Term Contract, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce the City's responses to the questions that have been asked to date.

Please note that, by this Addendum No. 1, the submittal deadline and scheduled opening of all bids received is hereby postponed to:

July 9, 2019, 2:00 p.m. Central Time

Below are the questions asked to date and the City's responses thereto:

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-001

Q1: Is there a set of plans?

A1: There are not engineered drawings; see the maps attached to this Addendum No. 1 as Appendix A (“Jobsite Area Map”) and Appendix B (“Jobsite-Specific Location Maps”).

Q2: Are there any pipe reports or video available to view?

A2: Yes, a total of 52 videos, identified by manhole numbers shown on the map exhibits provided as Appendices A and B (see A1 above), are viewable at the following hyperlink:

https://www.youtube.com/watch?v=k8RgSnmdGII&list=PLFTfSjOM5hUCnU6znWIUblkacW2_ahm2s&index=2&t=0s.

Q3: To date, has the City approved for bidding purposes any products not manufactured by one of the pre-approved manufacturers specifically identified in the City’s project manual?

A3: Yes, to date, the City has approved for bidding purposes the following other products:

1. Applied Felts CIPP liner
2. FerraTex CIPP liner

Please note that the City reserves the right to conduct a more detailed review of any bid products not manufactured by one of the pre-approved manufacturers specifically identified in the City’s project manual to ensure the bid product meets or exceeds the City’s specifications as they may be amended by addendum.

Q4: Please revise Section C-02610 2.02.B.5 of the City’s Project Manual by deleting tensile strength testing requirements. Per ASTM F1216, tensile strength testing is not required for gravity sewer, and gravity sewer CIPP liners are not designed for this requirement.

A4: The liners thickness are for full deteriorated design which considers torsional forces that induces tension. This requirement will remain.

Q5: What is the expected annual release / budget?

A5: \$350,000 to \$500,000 dollars annually.

Q6: Does the contractor have the ability to increase unit prices each year?

A6: No.

Q7: Does the owner have previous bid tabulations that can be provided?

A7: No.

Q8: Will the owner be providing a water meter for the contractor to utilize free of charge for this project?

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-001

A8: The City will provide a hydrant meter and will not charge for the water usage. However, the contractor will have to place a \$1,000.00 deposit on the hydrant meter to the City of Franklin.

Q9: Will the City provide a drying bed to the contractor to dispose the solids once decanted from the vacuum truck? If so, what is the location?

A9: No.

Q10: If no drying bed will be provided by the owner, what is a nearby location that will accept the debris?

A10: The contractor will have to take all vac truck debris to Onsite Environmental in Nashville, TN for disposal at the contractor's expense.

Q11: How much does the Owner anticipate spending on this contract during its term?

A11: See A3 above.

Q12: Will the Owner award to multiple Contractors?

A12: No.

Q13: How will the owner anticipate issuing work orders? Will they be issued as singles or grouped together as packages?

A13: The City anticipates two to three work orders per year with each work order consisting of multiple segments of pipe.

Q14: How will the contractor be required to respond to single work orders? Will there be a minimum work order amount provided to help cover mobilization?

A14: See A11 above.

Q15: Has the owner utilized a similar contract previously? If so, who held the contract?

A15: No.

Q16: Will the Owner please provide any previous itemized bid tabs available for past projects of similar scope / contract type?

A16: No.

Q17: The current bid schedule has 9,000 LF of mainline sewer cleaning, Pre and Post-CIPP CCTV Inspections. This quantity does not match the quantity of 6-12" dia. (totaling 12,250 LF). Will line item 1 be paid \$/LF each time a CIPP segment is cleaned & TVed, both pre & post? Should the quantity for line item 1 be 24,500 LF to account for pre & post of the proposed 12,250' of CIPP in the bid schedule?

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-001

A17: The unit price should include pre and post in one unit price. The quantity should be 12,250 LF. See Appendix C (“Modified Bid Tab”) attached to this Addendum No. 1.

Q18: What is the difference in line item 1 and 2? How will each be paid?

A18: Item 1 is for the cleaning and pre and post CCTV work for segments that do get lined. Item 2 was created for those cases where it is discovered after pre-inspection and cleaning the pipe cannot be lined due to unforeseen conditions, e.g., a dropped joint.

Q19: Will the Contractor be allowed to negotiate annual pricing changes during renewal discussions, or will the Contractor be required to hold the same unit pricing for all renewals?

A19: No. If pricing becomes a concern for the contractor the contractor will have the option to not renew the contract at annual renewal date.

Q20: The current CIPP spec’s minimum thickness for 6” diameter contradicts the bid schedule (shown as 3 mm). Will the Owner please confirm minimum thickness for 6” dia. CIPP?

A20: 6” diameter pipe will be a cured finish of 3mm. See Appendix D (“Modified CIPP Finish Size Table”) attached to this Addendum No. 1.

10. Acknowledge addendum: Bidders shall acknowledge this addendum on their submitted Bid Form.

11. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

12. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City’s Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

COF Lining





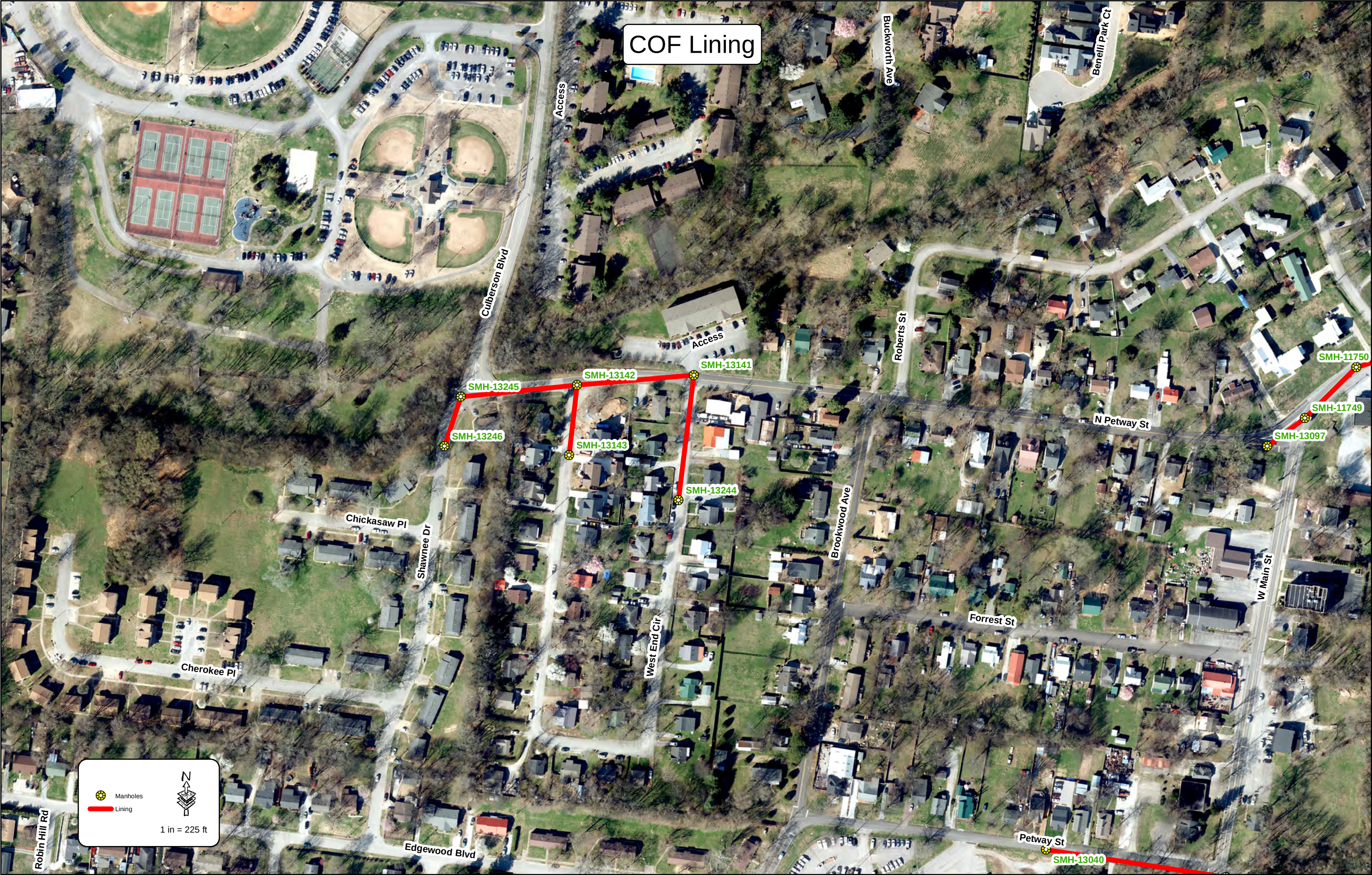
COF Lining

 Manholes

 Lining



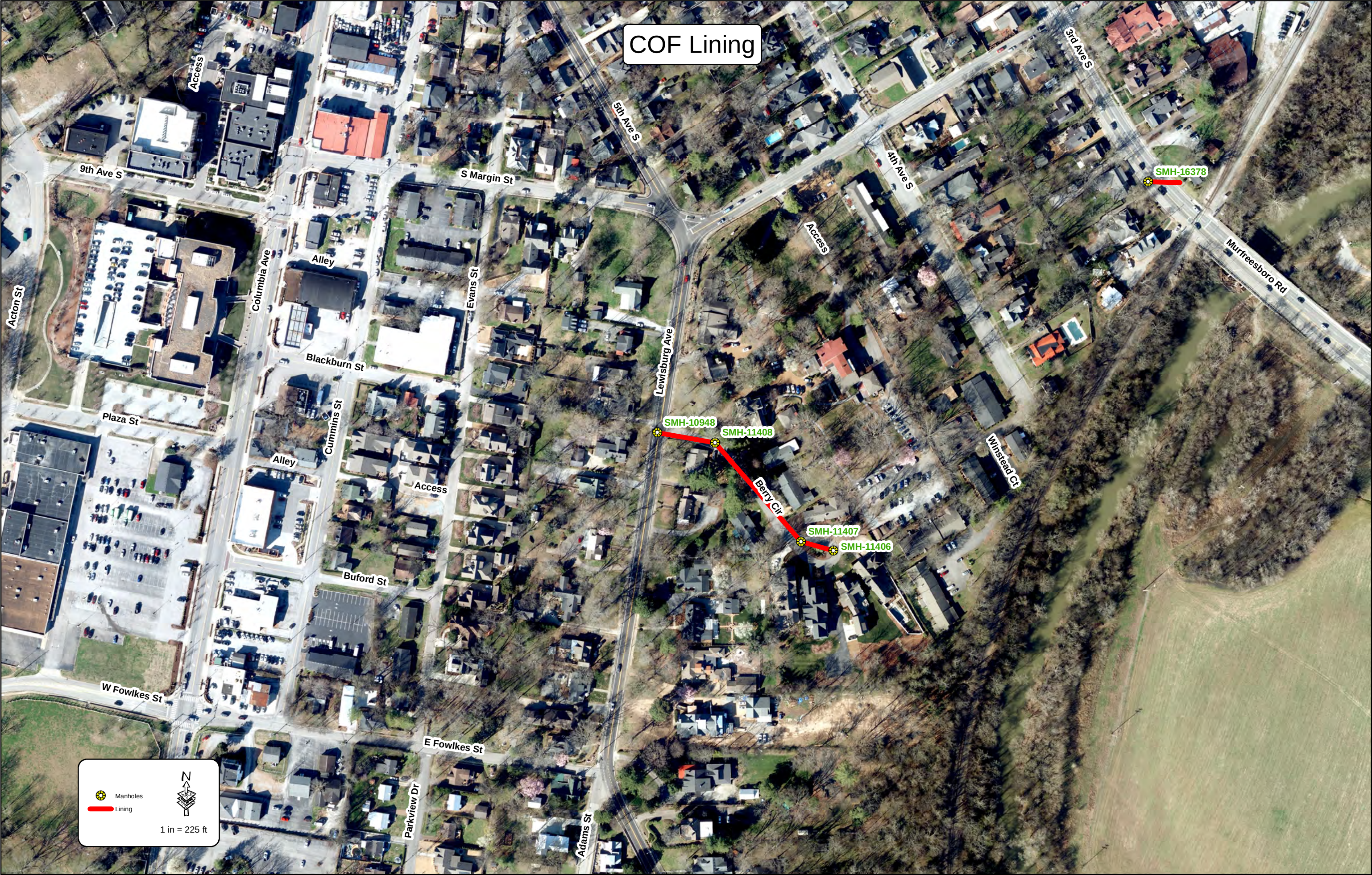
1 in = 225 ft



COF Lining







COF Lining

SMH-16378

SMH-10948

SMH-11408

SMH-11407

SMH-11406

 Manholes

 Lining



1 in = 225 ft

COF Lining



 Manholes

 Lining



1 in = 225 ft



COF Lining

Old Nichol Mill Ln

Nichol Mill Ln

Mallory Ln

South Springs Dr

Galleria Blvd

Interstate 65 Hwy S

Interstate 65 Hwy N

Exit 68B

 Manholes

 Lining


1 in = 225 ft

COF Lining



Manholes

Lining

1 in = 225 ft



COF Lining

SMH-15120

SMH-11568

SMH-15147

Carothers Pkwy

Fulwood Dr

Dandridge Dr

Dandridge Dr

Upland Dr

Falcon Creek Dr

Melody Dr

Leaf Ct

Countrywood Dr

Oak Meadow Dr

Pebblecreek Rd

Interstate 65 Hwy S

Interstate 65 Hwy N

Creekstone Blvd

Loston Ct

Monte Bella Pl

Delacy Ct

Nancy Ct

 Manholes

 Lining


1 in = 225 ft



COF Lining

Access

Mallory Ln

Seaboard Ln

Bakers Bridge Ave

Galleria Blvd

Mallory Ln

SMH-11785

SMH-10370

SMH-12090

SMH-11786

 Manholes

 Lining


1 in = 225 ft



COF Lining

SMH-17472



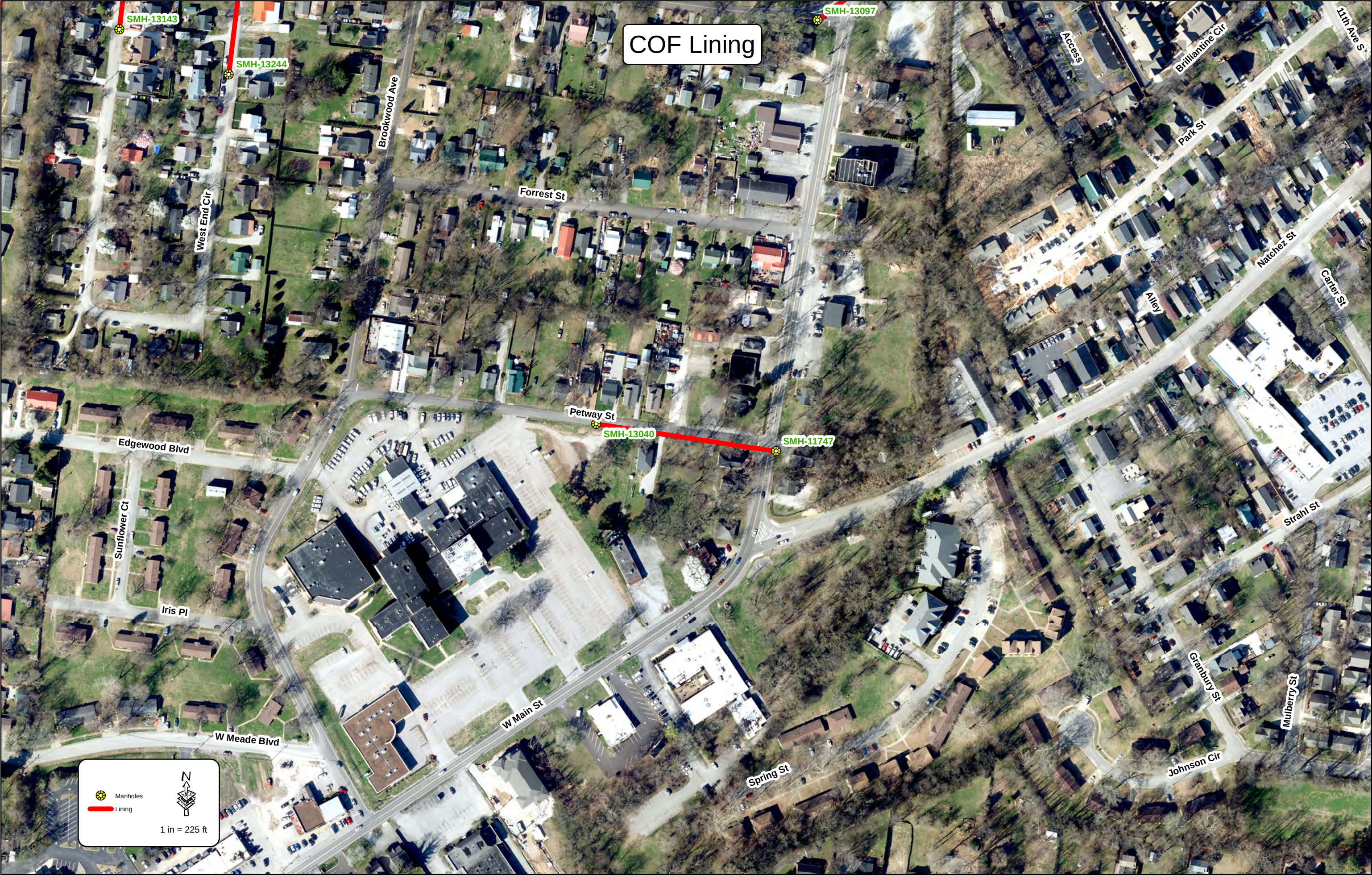
COF Lining

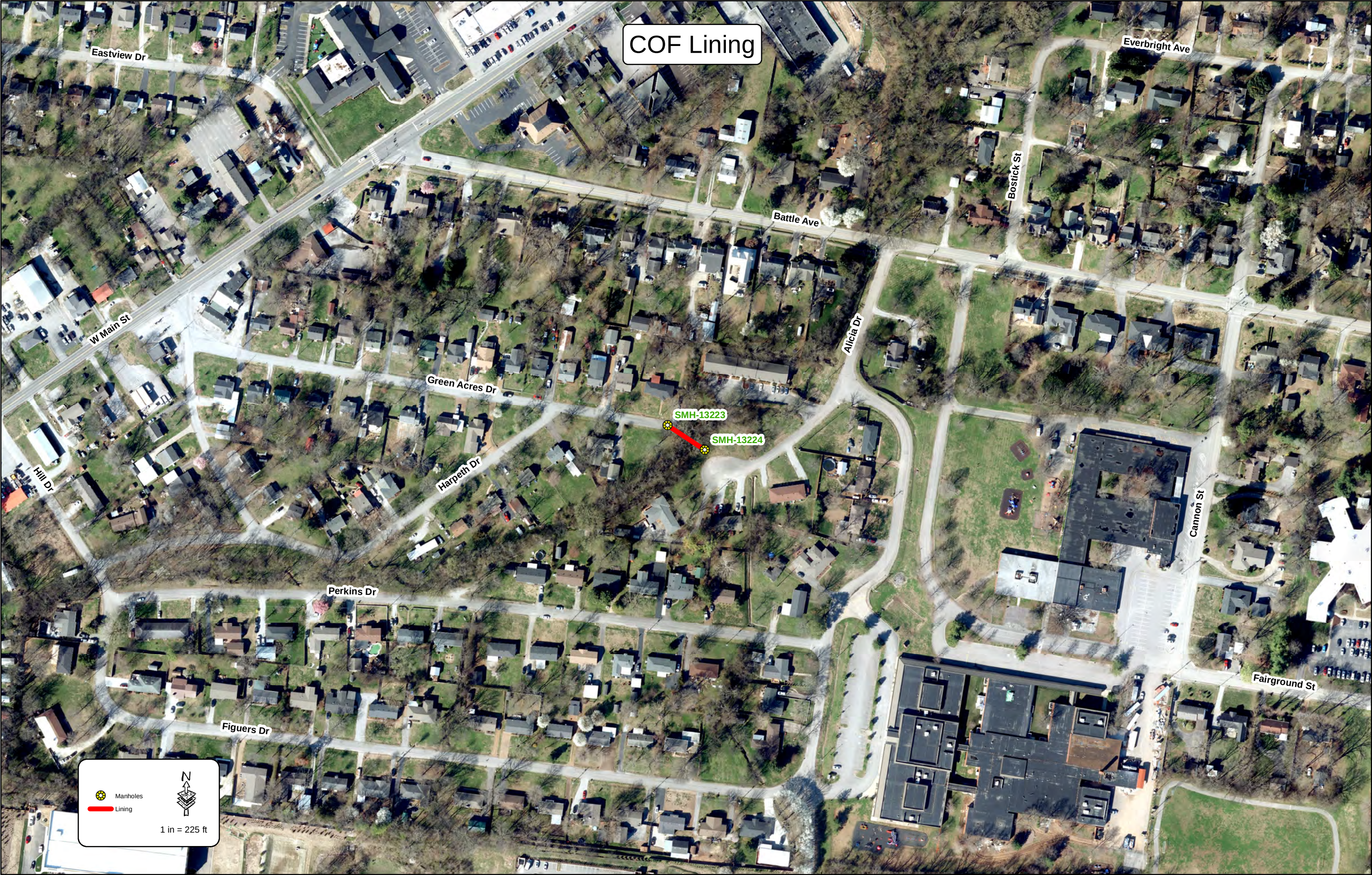
 Manholes

 Lining


1 in = 225 ft







COF Lining

 Manholes

 Lining


1 in = 225 ft

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mainline Sewer Cleaning, Pre- and Post-CIPP CCTV Inspections	LF	12,250	\$	\$
2	CCTV Pre-Inspection and Cleaning Only	LF	500	\$	\$
3	Mainline Heavy Cleaning Services	HRS	30	\$	\$
4	6" Diameter x 3.0 mm (minimum) cured thickness CIPP Mainline	LF	1,000	\$	\$
5	8" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	10,000	\$	\$
6	10" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	750	\$	\$
7	12" Diameter x 7.5 mm (minimum) cured thickness CIPP Mainline	LF	500	\$	\$
Contractor to select the CIPP mainline lining proposed by circling the product name: Inliner™ by Inliner Technologies, Inc. Insituform® CIPP by Insituform Technologies, Inc. SAK Liner™ by SAK Construction Company, Inc.					
8	Additional Setup Fee for Mainline < 200 LF	EA	10	\$	\$
9	Mainline Sewer Bypass Pumping Flow > 400 GPM	HRS	10	\$	\$
10	Allowance for Third Party Testing as Directed by Engineer				\$ 10,000.00

temperature in the line section equal to or above the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.

3. Curing shall be accomplished by utilizing a heat source of hot water, hot air or steam under positive pressure in accordance with the manufacturer's recommended cure schedule.
4. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchangers. Thermocouples shall be placed between the impregnated tube and the invert at the far access point to determine the temperature and time of exotherm. Temperature in the pipeline during the cure period shall be as specifically designated by the manufacturer.
5. Initial cure shall be deemed to be completed when inspection of the exposed portions of CIPP appear to be hard and sound and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the CIPP process being used, during which time the recirculation of the heat source and cycling of the heat exchanger to maintain the temperature continues.

C. Cool Down

The Contractor shall cool the finished CIPP by the methods and to a temperature recommended by the resin manufacturer before relieving the normal pressure in the pipe. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed cured-in-place piping.

D. Finish

The finished CIPP shall be continuous over the entire length of the insertion run and be as free as commercially practical from flow obstructions, resin migration into service laterals and significant defects, including those that will affect the integrity of strength of CIPP in the foreseeable future or warranty period. Any defects, flow obstructions and resin migration present in the finished liner shall be repaired at the Contractor's expense and in a manner mutually agreed upon by Engineer and Contractor. Final cured thickness of the liner shall meet the following minimum liner thickness requirements:

Pipe size	Minimum cured liner thickness
6"	3 mm
8" and 10"	6 mm
12"	7.5 mm

E. Sealing the Ends

If cured-in-place pipe fails to make a tight seal due to broken or misaligned pipe at the access points, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the CIPP and as acceptable to the resin manufacturer.

The water tightness of CIPP shall be gauged while curing and under positive pressure, or as otherwise directed by the Engineer.

3.08 Service Lateral Reinstatement

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2020-001

1. Solicitation identified: This Addendum No. 2 applies to the following procurement solicitation:

Sewer Main Rehabilitation Term Contract

Purchasing Office Solicitation No.: 2020-001

2. Notice to Bidders publication date: **May 30, 2019**
3. Date Project Manual posted on City's website: **May 31, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **June 22, 2019, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **June 26, 2019**
6. Addendum No. 2 release date: **July 1, 2019**
7. Bids submittal deadline and scheduled opening: **July 9, 2019, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **August 23, 2019**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **September 10, 2019**

10. Addendum:

In reference to the City of Franklin's May 31, 2019 Purchasing Office Solicitation No. 2020-001 for Sewer Main Rehabilitation Term Contract, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 2 is to revise the City's answer A3 to question Q3 as included in Addendum No. 1.

Please note that, by Addendum No. 1, the submittal deadline and scheduled opening of all bids received was postponed to:

July 9, 2019, 2:00 p.m. Central Time

Below is the revised answer A3 to question Q3 from Addendum No. 1:

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2020-001

Q3: To date, has the City approved for bidding purposes any products not manufactured by one of the pre-approved manufacturers specifically identified in the City's project manual?

A3: Yes, to date, the City has approved for bidding purposes the following other products:

1. Applied Felts CIPP liner
2. FerraTex CIPP liner
3. Inland Pipe Rehabilitation Invert-A-Pipe CIPP lining system

Please note that the City reserves the right to conduct a more detailed review of any bid products not manufactured by one of the pre-approved manufacturers specifically identified in the City's project manual to ensure the bid product meets or exceeds the City's specifications as they may be amended by addendum.

11. Acknowledge addendum: Bidders shall acknowledge this addendum on their submitted Bid Form.

12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Franklin Purchasing Office
109 Third Avenue South
Franklin, TN 37064

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations, if any, and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental

Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and Site-related reports and drawings identified in the Bidding Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Mainline Sewer Cleaning, Pre- and Post-CIPP CCTV Inspections	LF	9,000	\$ 3.50	\$ 31,500.00
2	CCTV Pre-Inspection and Cleaning Only	LF	500	\$ 2.00	\$ 1,000.00
3	Mainline Heavy Cleaning Services	HRS	30	\$ 350.00	\$ 10,500.00
4	6" Diameter x 3.0 mm (minimum) cured thickness CIPP Mainline	LF	1,000	\$ 25.00	\$ 25,000.00
5	8" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	10,000	\$ 25.00	\$ 250,000.00
6	10" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	750	\$ 29.00	\$ 21,750.00
7	12" Diameter x 7.5 mm (minimum) cured thickness CIPP Mainline	LF	500	\$ 32.00	\$ 16,000.00
Contractor to select the CIPP mainline lining proposed by circling the product name: Inliner™ by Inliner Technologies, Inc. Insituform® CIPP by Insituform Technologies, Inc. SAK Liner™ by SAK Construction Company, Inc.					
8	Additional Setup Fee for Mainline < 200 LF	EA	10	\$ 435.00	\$ 4,350.00
9	Mainline Sewer Bypass Pumping Flow > 400 GPM	HRS	10	\$ 300.00	\$ 3,000.00
10	Allowance for Third Party Testing as Directed by Engineer				\$ 10,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BID PRICE, EQUAL TO THE SUM OF ITEMS 1 THROUGH 10, IS IN THE AMOUNT OF

\$ 373,100.00

Three Hundred Seventy Three Thousand One Hundred —
(words)

(words) DOLLARS

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Section C-00300 State Contractor License Information Form;
 - D. Section C-00451 Statement of Bidder's Qualifications with supporting data, if required;
 - E. Section C-00452 Contractor Safety Information and Acknowledgement of Receipt of Contractor Safety Program;
 - F. Section C-00453 Conflict of Interest Statement;
 - G. Section C-00454 Drug-Free Workplace Affidavit;
 - H. Section C-00455 Contractor's Attestation Regarding Illegal Immigrants or Aliens;

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Page 4 of 6

-
- I. Section C-00456 Iran Divestment Act Certification;
 - J. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

AMERICAN INFRASTRUCTURE TECHNOLOGIES CORPORATION

By:

[Signature]

[Printed Name]

JARED GIDDENS

(If Bidder is a corporation, a limited liability company, a partnership or a joint venture, attach evidence of authority to sign.) ✓

Attest:

[Signature]

[Printed Name]

DEBRA QUINN

Title:

SECRETARY

Submittal Date:

Address for Giving Notices:

8799 U.S. Hwy. 31HANCEVILLE, AL 35077

Telephone Number:

256-739-4747

Fax Number:

256-737-1871

Contact Name and E-Mail Address:

JARED GIDDENSAITC @ AITECHCORP.COM

Bidder's License No.:

55266

++ END OF BID FORM ++

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Franklin Purchasing Office
109 Third Avenue South
Franklin, TN 37064

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>ONE</u>	<u>6/26/19</u>
<u>TWO</u>	<u>7/01/19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations, if any, and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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3	Mainline Heavy Cleaning Services	HRS	30	\$ 350.00	\$ 10,500.00
4	6" Diameter x 3.0 mm (minimum) cured thickness CIPP Mainline	LF	1,000	\$ 25.00	\$ 25,000.00
5	8" Diameter x 6.0 mm (minimum) cured thickness CIPP Mainline	LF	10,000	\$ 25.00	\$ 250,000.00
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Contractor to select the CIPP mainline lining proposed by circling the product name: Inliner™ by Inliner Technologies, Inc. Insituform® CIPP by Insituform Technologies, Inc. SAK Liner™ by SAK Construction Company, Inc.					
8	Additional Setup Fee for Mainline < 200 LF	EA	10	\$ 435.00	\$ 4,350.00
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Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BID PRICE, EQUAL TO THE SUM OF ITEMS 1 THROUGH 10, IS IN THE AMOUNT OF

\$ 384,475.00

Three Hundred Eighty Four Thousand Four Hundred

(words)

Seventy Five

DOLLARS

(words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Section C-00300 State Contractor License Information Form;
 - D. Section C-00451 Statement of Bidder's Qualifications with supporting data, if required;
 - E. Section C-00452 Contractor Safety Information and Acknowledgement of Receipt of Contractor Safety Program;
 - F. Section C-00453 Conflict of Interest Statement;
 - G. Section C-00454 Drug-Free Workplace Affidavit;
 - H. Section C-00455 Contractor's Attestation Regarding Illegal Immigrants or Aliens;

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Page 4 of 6

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

AMERICAN INFRASTRUCTURE TECHNOLOGIES CORPORATION

By:

[Signature]

[Printed Name]

JARED GIDDENS

(If Bidder is a corporation, a limited liability company, a partnership or a joint venture, attach evidence of authority to sign.) ✓

Attest:

[Signature]

[Printed Name]

DEBRA QUINN

Title:

SECRETARY

Submittal Date:

7/2/19

Address for Giving Notices:

8799 U.S. Hwy. 31HANCEVILLE, AL 35077

Telephone Number:

256-739-4747

Fax Number:

256-737-1871

Contact Name and E-Mail Address:

JARED GIDDENSAITC @ AITECHCORP.COM

Bidder's License No.:

55266

++ END OF BID FORM ++

SECTION C-00454

DRUG-FREE WORKPLACE AFFIDAVIT

Contractor/Firm/Business Name:

AMERICAN INFRASTRUCTURE TECHNOLOGIES CORP.

Contractor/Firm/Business' Authorized Agent:

JARED GIDDENS

(Printed Name)

(Check applicable box)



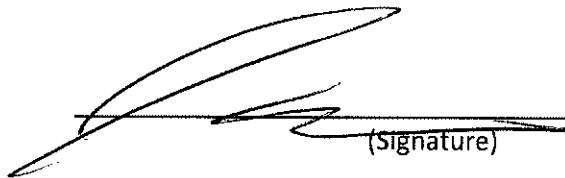
I hereby state that, as an employer, I have adopted a Drug-Free Workplace policy, which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development and at a minimum the requirements of the City of Franklin's Drug-Free Workplace program, which includes pre-employment drug testing, reasonable suspicion drug testing and, when applicable, compliance with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs as specified in Title 49 of the Code of Federal Regulations (CFR) Part 40 and Title 49 CFR Part 199.

Said Drug-Free Workplace program is in compliance with the Tennessee Drug-Free Workplace Act, Tennessee Code Annotated §50-9-101 *et sequentia*.



I hereby state that I employ less than five (5) employees, and I am not required to submit the Drug-Free Workplace Affidavit.

Contractor/Firm/Business' Authorized Agent:


(Signature)

Date:

6/28/19

CONTRACTOR SAFETY INFORMATION

PURPOSE: The purpose of this questionnaire is to provide the City of Franklin with necessary information about your company's safety program and performance. All items must be completed.

Company Name: AMERICAN INFRASTRUCTURE TECHNOLOGIES CORPORATION

Address: 8799 U.S. Hwy 31, HANCEVILLE, AL 35077

Safety Director: JARED GIDDENS
(Person responsible for safety)

Phone #: 256-739-4747

Email: AITEC@AITECHCORP.COM

1) Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- i) Number of recordable injuries/illnesses 0
- ii) Number of restricted work days 0
- iii) Number of lost work days 0
- iv) Number of fatalities 0
- v) Employee hours worked last year 37,096
- vi) Number of injuries/illnesses requiring hospitalization 0

2) Safety Program

- i) Does your company have a written safety program?

Yes ☒ No ☐

- ii) Is the program revised/updated annually?

Yes ☒ No ☐

- iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?

Yes ☒ No ☐

- iv) Do you have a new hire orientation program pertaining to safety training?

Yes ☒ No ☐

- v) Does it include any training on the following? (If your company has a handbook, please submit a copy).

Yes ☒ No ☐

Head Protection
Eye Protection
Hearing Protection
Respiratory Protection
Fall Protection
Scaffolding
Housekeeping
Fire Protection
Confined Space Entry

Emergency Procedures
Hazardous Substances
Trench & Evacuation
Barricades
Electrical Safety
Rigging & Crane Safety
Hand & Power Tool Safety
Hand Protection
Others

- vi) Do you have a foreman safety training program?

Yes ☒ No ☐ If yes, please include an outline.

- vii) Do you conduct regular safety meetings? Yes ☒ No ☐

viii) How often? MONTHLY Are records kept? Yes ☒ No ☐

- ix) Do you generate accident investigation reports? Yes ☒ No ☐

- x) Do you perform project safety inspections?

Yes ☒ No ☐

Who conducts them? Name JARED GIDDENS

Job Title VICE PRESIDENT

How often? QUARTERLY

3) Lockout/Tagout

Does the work that you are submitting a bid for, involve any "Lockout/Tagout" situations?

Yes ☐ No ☒

If yes, please submit a copy of your written Lockout/Tagout procedures.

4) Hazard Communication

Does the work that you are submitting a bid for, involve the use of any "Hazardous Substances"?

Yes ☒ No ☐

If yes, please submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.

5) Confined Spaces

Does the work you are bidding involve working in a "Confined Space"?

Yes ☒ No ☐

If yes, include your work plan, copies of training certification of the pertinent employees, entry permit and who will be in the confined space permit-required.

6) Elevated Work and Fall Protection

Does the work that you are submitting a bid for, involve any "Elevated Work"?

Yes ☐ No ☒

If yes, please submit a copy of your fall protection and elevated work rules policy.

7) Powered Industrial Vehicles

Does the work that you are submitting a bid for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)

Yes ☒ No ☐

Have designated people been trained on such?

Yes ☒ No ☐

8) Respiratory Compliance

Does your company have a written respiratory program or policy?

Yes ☒ No ☐

Have employees been fit tested quantitatively or qualitatively?

Yes ☒ No ☐

Do you have established medical surveillance procedures?

Yes _____ No ☒

What type of respiratory training has your employee had?

What type of respiratory equipment are they permitted to wear?

9) Key Personnel

List the key onsite people you would use for this project.

Name: CHRIS MINER

Title: SUPERVISOR

Name: LOUIS ROWE

Title: SUPERVISOR

For City Use Only

Recommendations:			
Comments:			
Authorization			
Approved:	*YES	NO	

*Further detailed on attachment: YES _____ NO _____

I certify that I have conducted a review of the information contained in this questionnaire and approved the contractor for the above described work.

Name:			
Title:			
Signature:			
Date:		Time:	

**CONTRACTOR / CONSULTANT / SERVICE PROVIDER ACKNOWLEDGEMENT OF RECEIPT OF
CITY OF FRANKLIN CONTRACTOR SAFETY PROGRAM**

Contractor/Firm/Business Name: AMERICAN INFRASTRUCTURE TECHNOLOGIES CORPORATION

Contractor's Authorized Safety Representative: JARED GIDDENS

Contractor/Firm/Business' Authorized Agent: JARED GIDDENS
(Printed Name)

I acknowledge receipt of and agree to comply with the City of Franklin's Contractor Safety Program. I will also make employees and subcontractors aware of City's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the City Health and Safety Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the City Health & Safety Manager.

I certify that all personnel conducting work have been trained in accordance with Occupational Safety and Health Administration regulation: 29 Code of Federal Regulations §1910/1926.

Contractor/Firm/Business' Authorized Agent: 
(Signature)

Date: 6/28/19

SECTION C-00453

CONFLICT OF INTEREST STATEMENT

Contractor/Firm/Business Name:

AMERICAN INFRASTRUCTURE TECHNOLOGIES CORP.

Contractor/Firm/Business' Authorized Agent:

JARED GIDDENS

(Printed Name)

I hereby certify that this bid/proposal is submitted in conformance with the City of Franklin's conflict of interest restrictions. No employee of the City of Franklin, officer, agent, any member of an employee's family or his or her partner has any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal*.

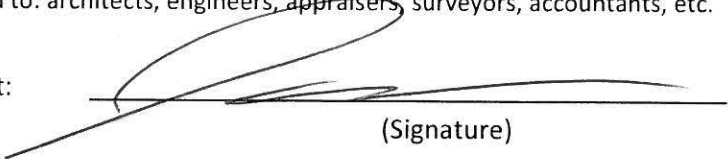
In the event I am providing a service** to the City of Franklin, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposals (RFP) or Request for Qualifications (RFQ). A conflict of interest would arise when the party to be contracted with has any interest, financial or otherwise, in the performance of the work. Should the City be made aware of a conflict of interest prior to or during the performance of the work/project, the City reserves the right to terminate the contract with the service vendor.

Therefore, the undersigned (corporation, partnership, limited liability company, or other business organization or individual) has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RFQ for this project/work.

* **"Indirect Interest"** means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the City of Franklin.

** **"Service Vendors"** include but are not limited to: architects, engineers, appraisers, surveyors, accountants, etc.

Contractor/Firm/Business' Authorized Agent:


(Signature)

Date: 6/28/19

SECTION C-00454

DRUG-FREE WORKPLACE AFFIDAVIT

Contractor/Firm/Business Name:

AMERICAN INFRASTRUCTURE TECHNOLOGIES CORP.

Contractor/Firm/Business' Authorized Agent:

JARED GIDDENS

(Printed Name)

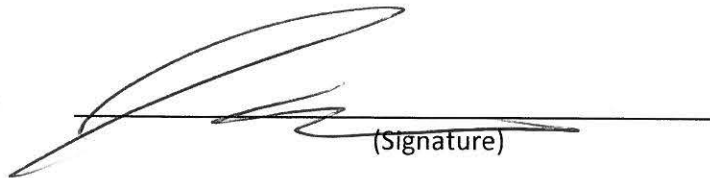
(Check applicable box)

- ☐ I hereby state that, as an employer, I have adopted a Drug-Free Workplace policy, which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development and at a minimum the requirements of the City of Franklin's Drug-Free Workplace program, which includes pre-employment drug testing, reasonable suspicion drug testing and, when applicable, compliance with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs as specified in Title 49 of the Code of Federal Regulations (CFR) Part 40 and Title 49 CFR Part 199.

Said Drug-Free Workplace program is in compliance with the Tennessee Drug-Free Workplace Act, Tennessee Code Annotated §50-9-101 *et sequentia*.

- ☐ I hereby state that I employ less than five (5) employees, and I am not required to submit the Drug-Free Workplace Affidavit.

Contractor/Firm/Business' Authorized Agent:


(Signature)

Date:

6/28/19

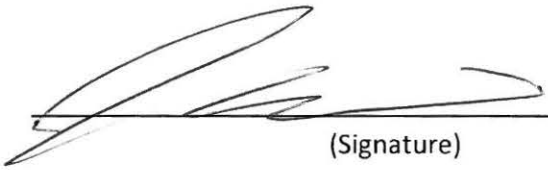
SECTION C-00455

CONTRACTOR'S ATTESTATION REGARDING ILLEGAL IMMIGRANTS or ALIENS

Contractor/Firm/Business Name: AMERICAN INFRASTRUCTURE TECHNOLOGIES CORP.

Contractor/Firm/Business' Authorized Agent: JARED GIDDENS
(Printed Name)

Pursuant to Tennessee Code Annotated §12-3-309, and Section 6-105 of the Official Code of the City of Franklin, I (we), the Contractor identified above, hereby attest, certify, warrant and assure that I (we) will not knowingly utilize the services of any illegal immigrant or alien in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant or alien in the performance of this Contract.

Contractor/Firm/Business' Authorized Agent: 
(Signature)

Date: 6/28/19

SECTION C-00456

IRAN DIVESTMENT ACT CERTIFICATION

Contractor/Firm/Business Name:

AMERICAN INFRASTRUCTURE TECHNOLOGIES CORP.

Contractor/Firm/Business' Authorized Agent:

JARED GIDDENS

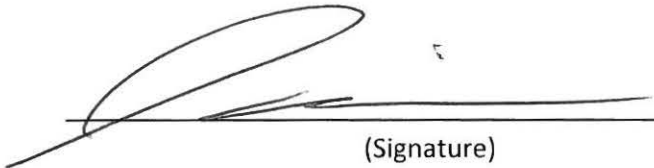
(Printed Name)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated §12-12-106 in reference to the Iran Divestment Act.

This act prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. The State of Tennessee list can be found at: <http://tennessee.gov/generalservices/article/Public-Information-library>.

The undersigned hereby certifies that he or she is authorized by the bidder to certify that his/her company is not on the list.

Contractor/Firm/Business' Authorized Agent:


(Signature)

Date:

6/28/19



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

File Summary

File Number	Title	Current Status
19-0828	Contract/Agreement Consideration Of Resolution No. 2019-127, A Resolution To Award The Term Contract For The Sewer Main Rehabilitation For Areas Of The City Of Franklin Sewer Collection System To American Infrastructure Technologies Corporation In The Total Estimated Annual Amount Of \$384,475 For The Specified Estimated Annual Quantities For A Term Of Award Of One (1) Year, With Up To Four (4) One-Year Options To Extend, For The Wastewater-General Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2020-001; \$450,000.00 Budgeted In 431-89320-52219 For Fiscal Year 2020; Contract No. 2018-0214) (WS 11/12/19) Introduced: 8/12/2019 Meeting Date: 12/10/2019 Department: Water Management Drafter: brianw@franklintn.gov	Passed Controlling Body: Board of Mayor & Aldermen Sponsor(s): Michelle Hatcher and Brian Goodwin

Tabulation of Bids*

Purchasing Office Solicitation No.: 2020-002 (sewer lateral rehabilitation term contract)			
Notice to Bidders published in the 5/30/19 <i>Williamson Herald</i> on:			
Number of vendors that were notified of / 3 / 3 that responded to this solicitation for bids:			
Date and time bids due and publicly opened: 7/9/19 2:00 PM			
Present at opening of bids: Scott Kelley of CK Masonry Co.; Hugh Cornell of BLD Services, LLC; James Buie of Granite; and Leslie Pewitt and Brian Wilcox of the City of Franklin Purchasing Office			
Target meeting of BOMA at which recommendation is scheduled to be considered: 11/26/19			
Bids received from:	Bid No.:	Does the bid include all required documents?	Total estimated bid price based on specified estimated annual quantities:
BLD Services, LLC 2424 Tyler Street Kenner, LA 70062	1 of 1	Yes	\$452,500.00
C. K. Masonry Co., Inc. 1520 Tyne Blvd. Nashville, TN 37215	1 of 1	Yes	\$543,500.00
Gulf Coast Underground, LLC 5655 Middle Road Theodore, AL 36582 stuell@gulfcoastunderground.com	No Bid		
Performance Pipelining, Inc. 1551 W. Norris Dr. Ottawa, IL 61350	1 of 1	Yes	\$635,043.00

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee

Tabulation of Bid Line-Item Pricing

Item No.	Description	Unit	Estimated Quantity	BLD Services, LLC		C. K. Masonry Co., Inc.		Performance Pipelining, Inc.	
				Bid Unit Price	Extended Price	Bid Unit Price	Extended Price	Bid Unit Price	Extended Price
1	Lateral Preparatory Cleaning, Pre- & Post-CIPP Inspection	LF	2200	\$8.50	\$18,700.00	\$10.00	\$22,000.00	\$18.19	\$40,018.00
2	Lateral Heavy Cleaning Services	HRS	10	\$90.00	\$900.00	\$300.00	\$3,000.00	\$250.00	\$2,500.00
3	Repair of incomplete lateral openings in CIPP main sewer lining	EA	10	\$525.00	\$5,250.00	\$500.00	\$5,000.00	\$250.00	\$2,500.00
4	Internal Hammer Tap Removal	EA	10	\$300.00	\$3,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
5	4" or 6" Diameter x 3.0 mm CIPP service connection/tee lateral installation with up to 2 LF lateral lining	EA	15	\$1,750.00	\$26,250.00	\$2,300.00	\$34,500.00	\$2,235.00	\$33,525.00
6	4" or 6" Diameter x 3.0 mm CIPP service connection/tee lateral installation with greater than 2 LF and up to 25 LF lateral lining	EA	150	\$2,550.00	\$382,500.00	\$3,000.00	\$450,000.00	\$3,530.00	\$529,500.00
7	Additional footage of 4" or 6" Diameter x 3.0 mm CIPP lateral lining greater than 25 LF	LF	500	\$20.00	\$10,000.00	\$30.00	\$15,000.00	\$30.00	\$15,000.00
8	Bypass Pumping Flow > 400 GPM	HRS	10	\$90.00	\$900.00	\$400.00	\$4,000.00	\$200.00	\$2,000.00
9	Allowance for Third Party Testing as Directed by Engineer	(n/a)	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Grand totals:					\$452,500.00		\$543,500.00		\$635,043.00

SECTION C-00520

AGREEMENT

**BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Franklin, Tennessee ("Owner") and
BLD Services, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The rehabilitation of approximately 110 service laterals using cured-in-place pipe lining. The Work includes sewer cleaning and pre- and post-rehabilitation television inspection as set out more fully in the Specifications. Contractor shall provide all necessary materials, labor and equipment to complete the Work. Work may be conducted throughout the City of Franklin Water Management Department's operating area (Site), with specific locations issued through Work Orders.

- 1.02 Work Orders will be issued to the Contractor by the Engineer and will contain the locations where the work is to be completed as well as the quantity of service laterals to be rehabilitated. The first Work Order is anticipated to be issued within thirty (30) days of the Notice to Proceed. The last Work Order will be issued no later than thirty (30) days prior to Substantial Completion unless otherwise mutually agreed upon.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: service lateral rehabilitation using cured-in-place pipe lining and all related work.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the Franklin Water Management Department.
- 3.02 The Franklin Water Management Department ("Engineer"), a department of the Owner, is to assume all duties and responsibilities, and has the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 335 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Contract Renewal Option*

- A. Upon mutual agreement of both parties the Agreement may be renewed a maximum of four (4) times for a one-year term each period at the prices stated in the Contractor's Bid.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES**6.01** *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Applications for Payment shall reflect completed work orders.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. Ninety-five percent (95%) of Work completed (with the balance being retainage); and
 - b. Ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST - RESERVED**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS****8.01** In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations, if any, and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-00520-1 to C-00520-8, inclusive).
 - 2. Performance bond (pages C-00610-1 to C-00610-3, inclusive).
 - 3. Payment bond (pages C-00615-1 to C-00615-3, inclusive).
 - 4. General Conditions (pages C-00700-1 to C-00700-66, inclusive).
 - 5. Supplementary Conditions (pages C-00800-1 to C-00800-40, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.

7. Addenda (numbers 1 to 2, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages C-00410-1 to C-00410-6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 1, inclusive).
 - c. Notice of Award.
 - d. Contractor Safety Information (pages C-00452-5 to C-00452-8, inclusive).
 - e. Acknowledgement of Receipt of City of Franklin Contractor Safety Program (page C-00452-9).
 - f. Conflict of Interest Statement (page C-00453-1).
 - g. Drug-Free Workplace Affidavit (page C-00454-1).
 - h. Contractor's Attestation Regarding Illegal Immigrants or Aliens (page C-00455-1).
 - i. Iran Divestment Act Certification (page C-00456-1).
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

10.07 Designated Representatives**A. Owner**

Name: Brian C. Goodwin, PE
Title: Asst. Dir. WMD
Phone No.: (615) 794-4554
E-Mail: brian.goodwin@franklin.tn.gov
Address: 124 Lumber Drive
Franklin, TN 37064

B. Contractor

Name: Jacob Trapani
Title: Vice President
Phone No.: 504-466-1344
E-Mail: jacob@bldllc.net
Address: 2424 Tyler Street
Kenner, LA 70062

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CITY OF FRANKLIN, TENNESSEE

CONTRACTOR:

BLD SERVICES, LLC

By: Eric Stuckey

Title: City Administrator

By:

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign)

Attest:

Attest:

By:

By:

Title:

Title:

Address for giving notices:

Address for giving notices:

Franklin Water Management Department

BLD Services, LLC

124 Lumber Drive

2424 Tyler Street

Franklin, TN 37064

Kenner, LA 70062

License No.: 61980

+ + END OF AGREEMENT + +

PERFORMANCE BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Franklin
109 Third Avenue South
Franklin, TN 37064

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Lateral Rehabilitation Term Contract – Franklin Water Management Department Operating Area

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

PAYMENT BOND

CONTRACTOR *(name and address):*

SURETY *(name and address of principal place of business):*

OWNER *(name and address):*

City of Franklin
109 Third Avenue South
Franklin, TN 37064

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Lateral Rehabilitation Term Contract – Franklin Water Management Department Operating Area

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature *(attach power of attorney)*

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

C-00615-2

Contract No: 2018-0226

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.11 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.12 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

EJCDC® C-615, Payment Bond

-
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
- 16. Definitions**
- 16.1 **Claim:** A written statement by the Claimant including at a minimum:
1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished materials or
- equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 162 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 163 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 164 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 165 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
18. Modifications to this Bond are as follows:
-

SECTION C-00700

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance	6
2.02 Copies of Documents	6
2.03 Before Starting Construction.....	6
2.04 Preconstruction Conference; Designation of Authorized Representatives	7
2.05 Initial Acceptance of Schedules.....	7
2.06 Electronic Transmittals.....	7
Article 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards	8
3.03 Reporting and Resolving Discrepancies	9
3.04 Requirements of the Contract Documents	9
3.05 Reuse of Documents	10
Article 4 – Commencement and Progress of the Work	10
4.01 Commencement of Contract Times; Notice to Proceed	10
4.02 Starting the Work	10
4.03 Reference Points	10
4.04 Progress Schedule	11
4.05 Delays in Contractor’s Progress.....	11
Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions	12
5.01 Availability of Lands.....	12
5.02 Use of Site and Other Areas	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions.....	14
5.05 Underground Facilities	15
5.06 Hazardous Environmental Conditions at Site.....	17

Article 6 – Bonds and Insurance	19
6.01 Performance, Payment, and Other Bonds	19
6.02 Insurance—General Provisions	19
6.03 Contractor’s Insurance	21
6.04 Owner’s Liability Insurance	23
6.05 Property Insurance	23
6.06 Waiver of Rights	25
6.07 Receipt and Application of Property Insurance Proceeds	26
Article 7 – Contractor’s Responsibilities	26
7.01 Supervision and Superintendence	26
7.02 Labor; Working Hours	26
7.03 Services, Materials, and Equipment	27
7.04 “Or Equals”	27
7.05 Substitutes	28
7.06 Concerning Subcontractors, Suppliers, and Others	30
7.07 Patent Fees and Royalties	31
7.08 Permits	32
7.09 Taxes	32
7.10 Laws and Regulations	32
7.11 Record Documents	33
7.12 Safety and Protection	33
7.13 Safety Representative	34
7.14 Hazard Communication Programs	34
7.15 Emergencies	34
7.16 Shop Drawings, Samples, and Other Submittals	34
7.17 Contractor’s General Warranty and Guarantee	36
7.18 Indemnification	37
7.19 Delegation of Professional Design Services	38
Article 8 – Other Work at the Site	38
8.01 Other Work	38
8.02 Coordination	39
8.03 Legal Relationships	39
Article 9 – Owner’s Responsibilities	40
9.01 Communications to Contractor	40

9.02	Replacement of Engineer	41
9.03	Furnish Data	41
9.04	Pay When Due	41
9.05	Lands and Easements; Reports, Tests, and Drawings	41
9.06	Insurance	41
9.07	Change Orders.....	41
9.08	Inspections, Tests, and Approvals	41
9.09	Limitations on Owner’s Responsibilities	41
9.10	Undisclosed Hazardous Environmental Condition.....	41
9.11	Evidence of Financial Arrangements	41
9.12	Safety Programs	42
Article 10 – Engineer’s Status During Construction.....		42
10.01	Owner’s Representative.....	42
10.02	Visits to Site.....	42
10.03	Project Representative.....	42
10.04	Rejecting Defective Work.....	42
10.05	Shop Drawings, Change Orders and Payments	43
10.06	Determinations for Unit Price Work	43
10.07	Decisions on Requirements of Contract Documents and Acceptability of Work.....	43
10.08	Limitations on Engineer’s Authority and Responsibilities.....	43
10.09	Compliance with Safety Program	44
Article 11 – Amending the Contract Documents; Changes in the Work		44
11.01	Amending and Supplementing Contract Documents.....	44
11.02	Owner-Authorized Changes in the Work	44
11.03	Unauthorized Changes in the Work	45
11.04	Change of Contract Price.....	45
11.05	Change of Contract Times	46
11.06	Change Proposals	46
11.07	Execution of Change Orders.....	47
11.08	Notification to Surety.....	47
Article 12 – Claims.....		48
12.01	Claims	48
Article 13 – Cost of the Work; Allowances; Unit Price Work.....		49
13.01	Cost of the Work	49

13.02	Allowances	51
13.03	Unit Price Work	52
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work		52
14.01	Access to Work	52
14.02	Tests, Inspections, and Approvals	53
14.03	Defective Work	53
14.04	Acceptance of Defective Work	54
14.05	Uncovering Work	54
14.06	Owner May Stop the Work	55
14.07	Owner May Correct Defective Work	55
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period		56
15.01	Progress Payments	56
15.02	Contractor’s Warranty of Title	59
15.03	Substantial Completion	59
15.04	Partial Use or Occupancy	60
15.05	Final Inspection	60
15.06	Final Payment	60
15.07	Waiver of Claims	62
15.08	Correction Period	62
Article 16 – Suspension of Work and Termination		63
16.01	Owner May Suspend Work	63
16.02	Owner May Terminate for Cause	63
16.03	Owner May Terminate For Convenience	64
16.04	Contractor May Stop Work or Terminate	64
Article 17 – Final Resolution of Disputes		65
17.01	Methods and Procedures	65
Article 18 – Miscellaneous		65
18.01	Giving Notice	65
18.02	Computation of Times	65
18.03	Cumulative Remedies	65
18.04	Limitation of Damages	66
18.05	No Waiver	66
18.06	Survival of Obligations	66
18.07	Controlling Law	66

18.08	Headings.....	66
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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and

submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the

result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Initial Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 Reference Standards

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract

Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or

requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. abnormal weather conditions;
 - 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 - 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility

that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

- A. *Limitation on Use of Site and Other Areas:*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 - 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

(b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
- a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

- c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required

by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this

Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or

authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 Contractor's Insurance

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
 - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 - 2. claims for damages insured by reasonably available personal injury liability coverage.
 - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - 1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 - 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 - 3. Broad form property damage coverage.
 - 4. Severability of interest.
 - 5. Underground, explosion, and collapse coverage.
 - 6. Personal injury coverage.
 - 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available

under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of

recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

- 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
- b. Contractor certifies that, if approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.
- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.
- O. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 - 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
- G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 Shop Drawings, Samples, and Other Submittals

- A. *Shop Drawing and Sample Submittal Requirements:*
 - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
 3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
1. *Shop Drawings:*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
 2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal;
 - 6. the issuance of a notice of acceptability by Engineer;
 - 7. any inspection, test, or approval by others; or
 - 8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 Delegation of Professional Design Services

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner

may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal

seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 Rejecting Defective Work

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 Shop Drawings, Change Orders and Payments

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
 - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change

involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and

11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
 - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 - 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole,

approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction,

the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
 - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for

Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

- c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction

imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor

may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer

(less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with

respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs,

losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the

Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of

them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION C-00800

SUPPLEMENTARY CONDITIONS

TABLE OF CONTENTS

	Page
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY	1
SC- 1.01 Defined Terms.....	1
SC- 1.02 Terminology	1
ARTICLE 2 – PRELIMINARY MATTERS	1
SC- 2.02 Copies of Documents	1
SC- 2.03 Before Starting Construction	2
SC- 2.04 Preconstruction Conference; Designation of Authorized Representatives	2
SC- 2.06 Electronic Transmittals	3
ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE	3
SC- 3.01 Intent.....	3
SC- 3.02 Reference Standards.....	4
SC- 3.03 Reporting and Resolving Discrepancies	4
SC- 3.04 Requirements of the Contract Documents	4
SC- 3.05 Reuse of Documents	5
ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK.....	5
SC- 4.01 Commencement of Contract Times; Notice to Proceed	5
SC- 4.03 Reference Points	5
SC- 4.04 Progress Schedule	7
SC- 4.05 Delays in Contractor’s Progress	7
ARTICLE 5 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS.....	7
SC- 5.01 Availability of Lands	7

SC- 5.02	Use of Site and Other Areas.....	8
SC- 5.03	Subsurface and Physical Conditions	9
SC- 5.04	Differing Subsurface or Physical Conditions	9
SC- 5.05	Underground Facilities.....	10
SC- 5.06	Hazardous Environmental Conditions	11
ARTICLE 6 – BONDS AND INSURANCE.....		12
SC- 6.01	Performance, Payment, and Other Bonds.....	12
SC- 6.02	Insurance – General Provisions.....	13
SC- 6.03	Contractor’s Liability Insurance	13
SC- 6.05	Property Insurance.....	15
SC- 6.06	Waiver of Rights.....	15
SC- 6.07	Receipt and Application of Property Insurance Proceeds	15
ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES.....		15
SC- 7.01	Supervision and Superintendence	15
SC- 7.02	Labor; Working Hours	15
SC- 7.05	Substitutes	17
SC- 7.06	Concerning Subcontractors, Suppliers and Others.....	17
SC- 7.07	Patent Fees and Royalties	18
SC- 7.08	Permits	19
SC- 7.09	Taxes	19
SC- 7.10	Laws and Regulations.....	19
SC- 7.12	Safety and Protection.....	20
SC- 7.16	Shop Drawings, Samples, and Other Submittals.....	21
SC- 7.17	Contractor’s General Warranty and Guarantee	23
SC- 7.18	Indemnification.....	23
SC- 7.19	Delegation of Professional Design Services	24

ARTICLE 8 – OTHER WORK AT THE SITE	24
SC- 8.03 Legal Relationships	24
ARTICLE 9 – OWNER’S RESPONSIBILITIES	25
SC- 9.02 Replacement of Engineer.....	25
ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION.....	25
SC- 10.02 Visits to Site.....	25
SC- 10.03 Project Representative.....	25
SC- 10.09 Compliance with Safety Program.....	28
ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK.....	29
SC- 11.01 Amending and Supplementing Contract Documents	29
SC- 11.02 Owner-Authorized Changes in the Work.....	29
SC- 11.05 Changes of Contract Times	29
SC- 11.06 Change Proposals.....	30
SC- 11.07 Execution of Change Orders	30
ARTICLE 12 – CLAIMS	30
SC- 12.01 Claims.....	30
ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK	31
SC- 13.01 Cost of the Work	31
SC- 13.02 Allowances	31
SC- 13.03 Unit Price Work.....	31
ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	
32	
SC- 14.01 Access to Work.....	32
SC- 14.02 Test, Inspections, and Approvals	32
SC- 14.03 Defective Work	32
SC- 14.07 Owner May Correct Defective Work.....	32
ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD	32
SC- 15.01 Progress Payments.....	32

SC- 15.03 Substantial Completion.....	35
SC- 15.04 Partial Use or Occupancy	36
SC- 15.05 Final Inspection	36
SC- 15.06 Final Payment.....	37
ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION	37
SC- 16.01 Owner May Suspend Work	37
SC- 16.02 Owner May Terminate for Cause.....	38
SC- 16.03 Owner May Terminate for Convenience.....	38
SC- 16.04 Contractor May Stop Work or Terminate	38
ARTICLE 17 – FINAL RESOLUTION OF DISPUTES.....	39
SC- 17.01 Methods and Procedures.....	39
ARTICLE 18 – MISCELLANEOUS	39
SC- 18.01 Giving Notice	39
SC- 18.04 Limitation of Damages	39
SC- 18.09 Right to Inspect Records	39

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01.A.10 Delete Paragraph 1.01.A.10 in its entirety and insert the following new paragraph in its place:

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

SC-1.01.A.48 Amend the first sentence of Paragraph 1.01.A.48 to read as follows:

Work Change Directive—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner, ordering an addition, deletion, or revision in the Work.

SC-1.02 Terminology

SC-1.02.D.1.c Delete Paragraph 1.02.d.1.c in its entirety and insert the following new paragraph in its place:

- c. has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 Copies of Documents

SC-2.02.A. Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor three copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully

executed counterpart of the Agreement) plus five conformed sets of Drawings, and one copy in electronic portable document format (PDF), if requested by Contractor. Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-2.02.B. Delete Paragraph 2.02.B in its entirety and insert the following new paragraph in its place:

- B. Owner shall maintain and safeguard at least one conformed printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such conformed printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

SC-2.03 Before Starting Construction

SC-2.03.A Amend the first sentence of Paragraph 2.03.A by replacing the following word:

Change the words "Effective Date" to "Issue Date of the Notice to Proceed".

SC-2.03 Add the following new paragraph immediately after Paragraph 2.03.A.3:

- B. *Video Recording:* The Contractor shall videotape the proposed working area of the entire construction project route prior to any construction activity. Particular attention shall be paid to pre-existing damage and shall be noted, such as broken headwalls or cracked foundations, which have sustained damage prior to the construction activity.
1. Recording shall be performed in a professional manner, i.e. containing a narrative describing the location of the camera relative to street addresses, manhole stations, etc. and its direction as well as any findings concerning the surrounding area. Movement of the camera should be slow and steady especially when a zoom-mode is being used.
 2. The video files shall be indexed for easy review throughout the duration of the job. The video files shall be provided on a digital video disk (DVD). Video files shall be in a MS Windows compatible format, such as "avi" or "mpeg". The DVD shall be turned over to the Owner prior to starting construction and shall become property of the Owner. None of the videos shall be published without express permission of the Owner.

SC-2.04 Preconstruction Conference; Designation of Authorized Representatives

SC-2.04.A Amend the first sentence of Paragraph 2.04.A to read as follows:

Before any Work at the Site is started, a conference attended by Owner, including Engineer, Contractor and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

SC-2.06 *Electronic Transmittals***SC-2.06.A** **Amend the first sentence of Paragraph 2.06.A to read as follows:**

Except as otherwise stated elsewhere in the Contract, the Owner, including Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

SC-2.06.B **Delete Paragraph 2.06.B in its entirety and insert the following new paragraph in its place:**

B. Any Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, that are forwarded in electronic or digital format shall be transmitted to the designated representative of the party that is to receive the information. Each party shall designate its representative who is to receive electronic or digital transmittals during the preconstruction conference. If required by the Contract, determined during the preconstruction conference or later requested by a designated representative, information that is electronically or digitally transmitted may also have to be submitted as a hard copy, with the number of hard copies as determined at the preconstruction conference.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**SC-3.01** *Intent***SC-3.01** **Add the following new paragraphs immediately after Paragraph 3.01.E:**

- F. The Specifications and/or Drawings are intended to be explanatory to each other when made available. Should any discrepancy appear or any misunderstanding arise as to the importance of anything contained in either, the decision of the Engineer shall be final and binding on Contractor. Large scale details shall govern small scale Drawings. Figure dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings. The Engineer may make any correction of errors or omissions in the Drawings or Specifications when such corrections are necessary for proper fulfillment of their intention as construed by the Engineer.
- G. All the work or materials shown on any Drawing and not mentioned in the Specifications or any work specified and not shown on the Drawings, shall be furnished, performed and completed by Contractor as if same were both mentioned in the Specifications and shown on the Drawings.
- H. Contractor shall not rely on any directions or instructions given to Contractor by any person, organization or entity, whether oral or written, regarding the work to be performed hereunder, other than that provided by the Engineer, court or administrative agency or tribunal of competent authority, and no such direction

or instructions shall be considered as an authorized change to the Scope of Work. The Owner shall not be required to make any payment or provide any other consideration to Contractor for any work performed, actions taken, supplies and/or materials used by Contractor in reliance upon any such unauthorized change in the Scope of Work.

SC-3.02 Reference Standards

SC-3.02.A.2 Delete Paragraph 3.02.A.2 in its entirety and insert the following new paragraph in its place:

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, including Engineer, or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, including Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

SC-3.03 Reporting and Resolving Discrepancies

SC-3.03.A.3 Delete Paragraph 3.03.A.3 in its entirety and insert the following new paragraph in its place:

3. Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

SC-3.04 Requirements of the Contract Documents

SC-3.04.A Amend the first sentence of Paragraph 3.04.A to read as follows:

During the performance of the Work and until final payment, Contractor shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.

SC-3.04.B Amend the second sentence of Paragraph 3.04.B to read as follows:

Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal.

SC-3.04.C Delete Paragraph 3.04.C in its entirety and insert the following new paragraph in its place:

C. Not Used.

SC-3.05 Reuse of Documents

SC-3.05.A.1 Delete Paragraph 3.05.A.1 in its entirety and insert the following new paragraph in its place:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Engineer; or

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01.A Delete Paragraph 4.01.A in its entirety and insert the following new paragraph in its place:

- A. The Contract Times will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier, unless a later commencement date is mutually agreed upon by Contractor and Owner.

SC-4.03 Reference Points

SC-4.03 Add the following new paragraphs immediately after Paragraph 4.03.A:

- B. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Drawings or as directed by the Engineer. Elevation of existing ground and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. Any error or apparent discrepancy in the data shown or omissions of data required for accurately accomplishing the stake out survey shall be referred immediately to the Engineer for interpretation or correction. Engineer may check all or any portion of the work, including lines, elevations and reference marks set by Contractor, and Contractor shall afford all necessary assistance to the Engineer in carrying out such checks. Contractor shall correct any errors disclosed by such check. Such checking by the Engineer shall not be considered as approval of Contractor's work and shall not relieve Contractor of the responsibility for the accuracy and completeness of Contractor's Work. Contractor shall furnish personnel to assist Engineer in checking lines and grades.

- C. It shall be the Contractor's responsibility to verify all reference points shown on the Contract Documents prior to beginning Work on the site. All survey work for construction control purposes shall be made by the Contractor at his expense. This verification shall be conducted by professionally qualified personnel in a manner which will verify the accuracy of the information shown in the Contract Documents. On projects which involve the connections to or additions to existing structures, the elevations of these existing structures shall also be verified. Any findings which differ from those shown on the Contract Documents shall be submitted in writing to the Engineer for resolution.
- D. Contractor shall establish all baselines for the location of the principal component parts of the work together with a suitable number of bench marks and batter boards adjacent to the work. Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batter boards, stakes for all working points, lines and elevations.
- E. Contractor shall have the responsibility to carefully preserve the bench marks, reference points and stakes, and in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- F. The Contractor shall review the Contract Documents and the Site to determine the presence and location of any property or rights-of-way monuments or markers and to assess the possibility of disruption to these monuments or markers. It will be the Contractor's responsibility to flag, erect guard post or provide offset references for the protection or the re-monumentation of these property or rights-of-way monuments or markers.
- G. Existing or new control points, property markers and monuments that will be or are covered, disturbed or destroyed during the normal causes of construction shall be reestablished by the Contractor and all reference ties recorded therefore shall be furnished to the Engineer. The Contractor shall provide a Licensed Surveyor as Chief of Party, competently qualified men, all necessary instruments, stakes, and other material to perform the work. All computations necessary to establish the exact position of the work shall be made and preserved by the Contractor.
- H. Additional surveys necessary for the construction staking shall be performed by the Contractor, the cost of which shall be incorporated into the appropriate items of Work. On projects in which payment is classified by depth of cut, the construction staking shall be performed in a manner that will allow for the determination of cut classification.
- I. At completion of the work, the Contractor shall furnish Record Drawings indicating the final layout of all structures, roads, existing bench marks, etc. The Record Drawings shall indicate all critical elevations, such as elevations of piping, structures and finish grades.

*SC-4.04 Progress Schedule***SC-4.04 Add the following new paragraphs immediately after Paragraph 4.04.B:**

- C. If in the opinion of the Owner, the Contractor falls behind in meeting the schedule presented in the current monthly Project Schedule Update, the Contractor shall provide such information as may be necessary to show on a revised Project Schedule the steps that will bring it into compliance with the Contract Time requirements or other milestones as identified by the Owner without additional cost to the Owner. Such information shall be submitted to the satisfaction of the Owner prior to the next Project Schedule Update. Compliance with such Submittal requirements shall be a condition precedent to any obligation of the Owner to consider any Application for Payment.

*SC-4.05 Delays in Contractor's Progress***SC-4.05.A Amend the first sentence of Paragraph 4.05.A to read as follows:**

If Owner, including Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price.

ARTICLE 5 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS*SC-5.01 Availability of Lands***SC-5.01.A Add the following new sentences immediately after the last sentence of Paragraph 5.01.A:**

The Owner shall obtain or cause to be obtained all permanent and temporary construction easements as shown on the Drawings. The Contractor shall verify that these agreements have been obtained and shall comply with the conditions set forth in each agreement.

SC-5.01.B Delete Paragraph 5.01.B in its entirety and insert the following new paragraph in its place:

- B. Not Used.

SC-5.01.C Delete Paragraph 5.01.C in its entirety and insert the following new paragraph in its place:

- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work unless otherwise indicated on the Drawings.

*SC-5.02 Use of Site and Other Areas***SC-5.02.A.2 Delete Paragraph 5.02.A.2 in its entirety and insert the following new paragraph in its place:**

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

SC-5.02.B Add the following paragraphs immediately following Paragraph 5.02.B:

1. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the Project.
2. The Contractor shall perform the cleanup work on a regular basis and as frequently as ordered by the Engineer. Basic site restoration in a particular area shall be accomplished immediately following the installation or completion of the required facilities in that area. Furthermore, such work shall also be accomplished, when ordered by the Engineer, if partially completed facilities must remain incomplete for some time period due to unforeseen circumstances.
3. Upon failure of the Contractor to perform periodic cleanup and basic restoration of the site to the Engineer's satisfaction, the Owner may, upon five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Owner, cause such work for which the Contractor is responsible to be accomplished to the extent deemed necessary by the Engineer, and all costs resulting therefrom shall be charged to the Contractor by the Owner, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for the cost of cleanup and Site restoration work.

SC-5.02. Add the following paragraph immediately following Paragraph 5.02.D:

- E. *Temporary Access Reinstatement:* When the work involves installation of sewers, drains, water mains, manholes, underground structures, or other

disturbance of existing features in or across streets, rights-of-way, easements, or private property, the Contractor shall (as the work progresses) promptly backfill, compact, grade, and otherwise restore the disturbed area to the basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or functions consistent with the original use of the land. The requirements for temporary paving of streets, walks, and driveways are specified elsewhere. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

SC-5.03 *Subsurface and Physical Conditions*

SC-5.03 **Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following new paragraphs in their place:**

- A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.
- B. Not Used.

SC-5.04 *Differing Subsurface or Physical Conditions*

SC-5.04.A **Amend the last paragraph of Paragraph 5.04.A to read as follows:**

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

SC-5.04.B **Delete Paragraph 5.04.B in its entirety and insert the following new paragraph in its place:**

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; and determine the need for any change in the Drawings or Specifications.

SC-5.04.C **Delete Paragraph 5.04.C in its entirety and insert the following new paragraph in its place:**

- C. *Engineer's Statement to Contractor Regarding Site Condition:* Engineer shall issue a written statement to Contractor regarding the subsurface or physical condition in question, providing written findings, conclusions, and recommendations, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will

be made, and advising whether or not Engineer's written findings, conclusions, and recommendations will be adopted, in whole or in part.

SC-5.04.D.4 Delete Paragraph 5.04.D.4 in its entirety and insert the following new paragraph in its place:

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Engineer's issuance of Engineer's written statement to Contractor regarding the subsurface or physical condition in question.

SC-5.05 Underground Facilities

SC-5.05.A Amend the first sentence of Paragraph 5.05.A to read as follows:

Contractor's Responsibilities: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner by the owners of such Underground Facilities, including Owner, or by others.

SC-5.05.A.1 Delete Paragraph 5.05.A.1 in its entirety and insert the following new paragraph in its place:

1. Owner does not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

SC-5.05.B Amend the last line of Paragraph 5.05.B to read as follows:

...that owner and to Engineer.

SC-5.05.C Delete Paragraph 5.05.C in its entirety and insert the following new paragraph in its place:

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; and determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

SC-5.05.D Delete Paragraph 5.05.D in its entirety and insert the following new paragraph in its place:

- D. *Engineer's Statement to Contractor Regarding Underground Facility:* Engineer shall issue a written statement to Contractor regarding the Underground Facility in question, providing written findings, conclusions, and recommendations, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and advising whether or not Engineer's written findings, conclusions, and recommendations will be adopted, in whole or in part.

SC-5.05.E.3 Delete Paragraph 5.05.E.3 in its entirety and insert the following new paragraph in its place:

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Engineer's issuance of Engineer's written statement to Contractor regarding the Underground Facility in question.

SC-5.06 Hazardous Environmental Conditions

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following new paragraphs in their place:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.06.E Delete Paragraph 5.06.E in its entirety and insert the following new paragraph in its place:

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Engineer (and promptly thereafter confirm such notice in writing). Engineer will determine the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

SC-5.06.I Delete Paragraph 5.06.I in its entirety and insert the following new paragraph in its place:

To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to

Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

SC-5.06.J Amend the first sentence of Paragraph 5.06.J to read as follows:

To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.01 Performance, Payment, and Other Bonds

SC-6.01.A Amend the first sentence of Paragraph 6.01.A to read as follows:

If the Contract Price is equal to or greater than one hundred thousand dollars (\$100,000), Contractor shall furnish a performance and a payment bond, each in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract.

SC-6.01.B Add the following language immediately after the last sentence of Paragraph 6.01.B:

Bonds may not be written for an amount in excess of the amount approved for sureties or insurance companies on the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (http://www.fms.treas.gov/c570/c570_a-z.html).

SC-6.01.D Delete Paragraph 6.01.D in its entirety and insert the following new paragraph in its place:

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

SC-6.01 Add the following new paragraph immediately after Paragraph 6.01.F:

G. Contractor must use most recent Engineers Joint Contract Documents Committee (EJCDC) or American Institute of Architects (AIA) Performance and Payment Bond documents. If, at any time after the execution of the Agreement between the parties, the Owner shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work or the payment of Subcontractors and/or Subconsultants performing labor and/or work on the Project or furnishing materials in connection therewith, Contractor shall, at no additional expense to the Owner, within five days after receipt of notice from the Owner to do so, furnish an additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the Work and/or payment of liens and claims has been furnished by Contractor to the Owner in manner and form satisfactory to the Owner.

SC-6.02 Insurance – General Provisions

SC-6.02.C Insert the following language immediately after the first sentence of Paragraph 6.02.C:

Certificates of insurance shall be provided on the standard ACORD form with endorsements and shall reference the Project or Contract to which they apply.

SC-6.03 Contractor's Liability Insurance

SC-6.03.G Delete Paragraph 6.03.G in its entirety and insert the following new paragraph in its place:

G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

SC-6.03.I.3 Delete Paragraph 6.03.I.3 in its entirety and insert the following new paragraph in its place:

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner and each other insured under the policy.

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and 6.03.A.2 of the General Conditions with coverage limits as required by the State of Tennessee. If Contractor is a sole proprietorship and as such is not required to carry Workers' Compensation coverage, Contractor must submit proof of same. If Contractor is otherwise not obligated to carry Workers' Compensation coverage, Contractor must submit documentation from the Tennessee Department of Labor. The policies shall include a waiver of subrogation in favor of the City of Franklin, where permitted by law.
2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

Combined Single Limit or Equivalent:

Each Occurrence (Bodily Injury and Property Damage)	\$ _	<u>1,000,000.00</u>
Aggregate	\$ _	<u>2,000,000.00</u>

The policy must be broad form Contractor's Protective Liability/Independent Liability and shall include a waiver of subrogation in favor of the City of Franklin.

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:

Each person	\$ _	<u>1,000,000.00</u>
Each accident	\$ _	<u>1,000,000.00</u>

Property Damage:

Each accident	\$ _	<u>1,000,000.00</u>
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or

Combined Single Limit of	\$ _	<u>1,000,000.00</u>
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Covered automobiles shall include owned, non-owned, hired or leased. If Contractor transports hazardous materials, its policy shall have an MSC-90 endorsement and endorsement CA9948, if the materials are pollutants. The policy shall include a waiver of subrogation in favor of the City of Franklin.

4. Excess or Umbrella Liability:

Per Occurrence	\$ _	<u>5,000,000.00</u>
General Aggregate	\$ _	<u>5,000,000.00</u>

5. Contractor's Pollution Liability:

Each Occurrence	\$	—	<u>5,000,000.00</u>
General Aggregate	\$	—	<u>5,000,000.00</u>

Coverage must be maintained without interruption from date of commencement of the Work and until five (5) years following the date of final payment.

If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

SC-6.05 *Property Insurance*

SC-6.05 **Delete Paragraph 6.05 in its entirety and insert the following in its place:**

6.05 *Property Insurance – Reserved*

SC-6.06 *Waiver of Rights*

SC-6.06 **Delete Paragraph 6.06 in its entirety and insert the following in its place:**

6.06 *Waiver of Rights – Reserved*

SC-6.07 *Receipt and Application of Property Insurance Proceeds*

SC-6.07 **Delete Paragraph 6.07 in its entirety and insert the following in its place:**

6.07 *Receipt and Application of Insurance Proceeds – Reserved*

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**SC-7.01** *Supervision and Superintendence*

SC-7.01.B **Delete Paragraph 7.01.B in its entirety and insert the following new paragraph in its place:**

- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

SC-7.02 *Labor; Working Hours*

SC-7.02.A **Add the following sentence immediately after the last sentence of Paragraph 7.02.A:**

Should the Owner reasonably object to an individual deployed on the Project by Contractor, Contractor agrees to promptly replace the individual with someone reasonably acceptable to the Owner.

SC-7.02.B Delete the last two sentences of Paragraph 7.02.B in their entirety and insert the following new sentences in their place:

Contractor will not perform Work on a Saturday, Sunday, any legal holiday or Owner-observed holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, legal holidays or Owner-observed holidays only with Owner's written consent, which will not be unreasonably withheld.

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours are 8:00am to 4:30pm.
2. Unless otherwise specifically permitted, the normal time of work under this Contract is limited to a 40-hour work week, less recognized holidays.
3. Owner-observed holidays are:

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving

Friday after Thanksgiving (Columbus Day Observed)

Christmas Eve

Christmas Day

When the stated holiday falls on Saturday, Owner will observe the preceding Friday; when the stated holiday falls on Sunday, Owner will observe the following Monday. When Christmas Eve and Christmas Day fall on Saturday and Sunday, Owner will observe the following Monday and Tuesday.

SC-7.02 Add the following new paragraphs immediately after Paragraph 7.02.B:

- C. Approval for Work outside regular scheduled working hours or on Saturdays, Sundays or legal holidays, shall be requested no less than 48 hours prior to the requested work period. Contractor shall request approval of changes in regular scheduled working hours no less than one week prior to the desired change.
- D. If it shall become imperative to perform work at night, the Owner and Engineer shall be informed a reasonable time in advance of the beginning of such work. Temporary lighting and all other necessary facilities for performing and inspecting the work shall be provided and maintained by the Contractor.

- E. Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work that will not suffer injury to workmanship or materials will be permitted. Contractor shall carefully protect Contractor's work against damage or injury from the weather, and when work is permitted during freezing weather, Contractor shall provide and maintain approved facilities for heating the materials and for protecting the finished work.
- F. Unless Owner had provided written consent to Work being performed outside regular working hours or on Saturdays, Sundays or legal holidays, Contractor shall be responsible for the cost of any overtime pay, additional engineering and field services or other expenses incurred by the Owner (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such additional costs.
 - 1. For purposes of administering the foregoing requirement, additional costs are defined as the employees' hourly cost of actual hours spent beyond regular working hours, as defined in SC-7.02.B, as well as the actual cost of additional expenses associated with work outside unapproved regular working hours. Hourly rates will vary depending on classifications of employees involved.
- G. Contractor will not be responsible for extra costs associated with construction observation overtime for work in excess of 40 hours per week when such overtime work is explicitly required by the Contract Documents.

SC-7.05 Substitutes

SC-7.05.B Amend the first sentence of Paragraph 7.05.B to read as follows:

Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request.

SC-7.06 Concerning Subcontractors, Suppliers and Others

SC-7.06.D Add the following sentence immediately after the first sentence of Paragraph 7.06.D:

- D. The aforementioned Subcontractor or Supplier identity shall at a minimum include name of the firm, name of primary contact, address and contact phone number.

SC-7.06.I Delete Paragraph 7.05.I in its entirety and insert the following new paragraph in its place:

- I. Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

SC-7.06.K Delete Paragraph 7.05.K in its entirety and insert the following new paragraph in its place:

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Owner, including Engineer, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

SC-7.06.M Delete Paragraph 7.05.M in its entirety and insert the following new paragraph in its place:

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

SC-7.06.O Delete Paragraph 7.05.O in its entirety and insert the following new paragraph in its place:

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

SC-7.07 Patent Fees and Royalties

SC-7.07.A Amend the last sentence of Paragraph 7.07.A to read as follows:

If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

SC-7.07.B Delete Paragraph 7.07.B in its entirety and insert the following new paragraph in its place:

B. Not Used.

SC-7.07.C Delete Paragraph 7.07.C in its entirety and insert the following new paragraph in its place:

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights

incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

SC-7.08 Permits

SC-7.08 Add the following new paragraphs immediately after Paragraph 7.08.A:

- B. The Contractor shall obtain, keep current and pay all fees for any necessary construction permits, including utility, grading and building permits, from those authorities, agencies, or municipalities having jurisdiction over land areas, utilities, or structures which are located within the Contract limits and which will be occupied, encountered, used, or temporarily interrupted by the Contractor's operations unless otherwise stated. Record copies of all permits shall be furnished to the Engineer.
- C. When construction permits are accompanied by regulations or requirements issued by a particular authority, agency or municipality, it shall be the Contractor's responsibility to familiarize himself and comply with such regulations or requirements as they apply to his operations on this Project.

SC-7.09 Taxes

SC-7.09 Add the following new paragraph immediately after Paragraph 7.09.A:

- B. Pursuant to TCA Title 67, Chapter 6, special tax exemptions exist for contractors performing work relating to water pollution control, such as the Owner's wastewater and sewage system. Any contractor providing services or equipment relating to water pollution control shall not include sales and/or use taxes for exempted work on its requests for payment.

SC-7.10 Laws and Regulations

SC-7.10.A Amend the second sentence of Paragraph 7.10.A to read as follows:

Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor's compliance with any Laws or Regulations.

SC-7.10.B Amend the first sentence of Paragraph 7.10.B to read as follows:

If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action.

SC-7.10**Add the following new paragraphs immediately after Paragraph 7.10.C:**

- D. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements that the Federal Transit Administration (FTA), Federal Highway Administration (FHWA) and/or Department of Transportation (DOT) may issue. Contractor further agrees that this paragraph will be incorporated by Contractor in all contracts entered into with Suppliers of materials or services, Subcontractors and/or Subconsultants that may perform any labor or services in connection with this Contract.
- E. Certification of Eligibility under the Davis-Bacon Act
1. By the execution of this Agreement, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 2. No part of the Agreement shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 3. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C.1001.
- F. *Illegal Aliens* – Franklin Ordinance 30-2006-07 provides as follows:
- If any person who contracts to supply goods or services to the city or other city entities, or who submits a bid to contract to supply goods or services to the city or other city entities, is discovered to have knowingly utilized the services of illegal aliens in the performance of such a contract to supply goods or services to the city or other city entities, the purchasing agents shall declare that person to be prohibited from contracting for or submitting a bid for any contract to supply goods or services to the city or other city entities for a period of one (1) year from the date of discovery of the usage of illegal alien services in the performance of a contract to supply goods or services to the city or other city entities.
- G. The Contractor and, if applicable, its subcontractor(s) shall have a license to do business with the City of Franklin in accordance with TCA §67-4-701, *et sequentia*.

SC-7.12 *Safety and Protection***SC-7.12.C****Insert the following after the second sentence of Paragraph 7.12.C:**

The following Owner safety programs are applicable to the Work:

1. Contractor Safety Program (Section C-00452).

SC-7.12.D Delete Paragraph 7.12.D in its entirety and insert the following new paragraph in its place:

- D. Contractor shall inform Owner of the specific requirements of Contractor's safety program with which Owner's employees and representatives must comply while at the Site.

SC-7.12.E Delete Paragraph 7.12.E in its entirety and insert the following new paragraph in its place:

- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

SC-7.12.F Delete Paragraph 7.12.F in its entirety and insert the following new paragraph in its place:

- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

SC-7.12 Add the following new paragraph immediately after Paragraph 7.12.G:

- H. Certain aspects of work performed under this Agreement may involve the entry into manholes, tanks, pits, etc. which are defined as confined spaces by the OSHA requirements and which are detailed in the Combined Federal Register 1910.146. The Contractor shall become familiar with all aspects and requirements of this OSHA policy in order for the Contractor to protect its employees and all others involved from the dangers, which may be associated with the limited access and hazardous atmospheres that may exist in these confined spaces. It is the Contractor's responsibility to become familiar with and institute the various permitting, sampling and other associated safety requirements for confined space entry.

SC-7.16 Shop Drawings, Samples, and Other Submittals

SC-7.16.A.2 Add the following sentence after the last sentence of Paragraph 7.16.A.2:

Submittals without the Contractor's stamp of approval will not be reviewed by the Engineer and will be returned to the Contractor.

SC-7.16.A.3 Add the following sentences after the last sentence of Paragraph 7.16.A.3:

Drawings indicate the extent and general arrangement of the Work. If any departures from the Drawings are deemed necessary by the Contractor to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the Engineer for approval. No such departures shall be made without the prior written approval of the Engineer. Approved changes shall be made without additional cost to the Owner for this work. If the submittals contain any departures from the Contract Documents, and specific mention thereof is not made in the Contractor's letter of transmittal, the review of such submittals shall not constitute approval of the departure.

SC-7.16.A Add the following new paragraph immediately after Paragraph 7.16.A.3:

4. The specific equipment proposed for use by the Contractor on the project may require changes in structures, auxiliary equipment, piping, electrical, mechanical, controls or other work to provide a complete satisfactory operating installation. The Contractor shall submit to the Engineer, for approval, all necessary Drawings and details showing such changes to verify conformance with the overall project structural and architectural requirements and overall project operating performance. The Bid Price shall include all costs in connection with the preparation of new drawings and details and all changes to construction work to accommodate the proposed equipment.

SC-7.16.D.1 Add the following sentence after the last sentence of Paragraph 7.16.D.1:

Engineer's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fittings, tolerances, interferences, coordination of trades, etc.

SC-7.16.D Add the following new paragraphs immediately following Paragraph 7.16.D.8:

9. In the event that the Engineer is required to provide additional engineering services as a result of changes by the Contractor in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the Engineer is required to examine and evaluate any changes proposed by the Contractor for the convenience of the Contractor, then the cost of Engineer's effort and expenses in connection with such additional services shall be charged to the Contractor by the Owner, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for the cost of Engineer's effort and expenses.
10. In the event that the Engineer is required to provide additional engineering services as a result of Contractor's errors, omissions, or failure to conform to the requirements of the Contract Documents, then the cost of Engineer's effort and expenses in connection with such additional services shall be charged to the Contractor by the Owner, and Owner may impose a set-off

against payments due to Contractor to secure reimbursement for the cost of Engineer's effort and expenses.

SC-7.16.E.2 Amend the second sentence of Paragraph 7.16.E.2 to read as follows:

Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, a system or type of equipment submitted for a particular Specification Section or other item requiring approval, and Contractor shall be responsible for review charges, which shall include all costs and expenses associated with Engineer's review effort, including meetings with the Contractor or manufacturer.

SC-7.16.E.3 Delete Paragraph 7.16.E.3 in its entirety and insert the following new paragraph in its place:

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's effort, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for Engineer's effort, unless the need for such change is beyond the control of Contractor.

SC-7.17 Contractor's General Warranty and Guarantee

SC-7.17.C.2 Delete Paragraph 7.17.C.2 in its entirety and insert the following new paragraph in its place:

2. payment by Owner of any progress or final payment;

SC-7.18 Indemnification

SC-7.18.A Delete Paragraph 7.18.A in its entirety and insert the following new paragraph in its place:

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

SC-7.18.B Delete Paragraph 7.18.B in its entirety and insert the following new paragraph in its place:

- B. In any and all claims against Owner any of its officers, directors, members,

partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

SC-7.18.C Delete Paragraph 7.18.C in its entirety and insert the following new paragraph in its place:

C. Not Used.

SC-7.19 Delegation of Professional Design Services

SC-7.19.B Amend the first sentence of Paragraph 7.19.B to read as follows:

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Engineer will specify all performance and design criteria that such services must satisfy.

SC-7.19.C Delete Paragraph 7.19.C in its entirety and insert the following new paragraph in its place:

C. Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Engineer has specified to Contractor all performance and design criteria that such services must satisfy.

SC-7.19.E Delete Paragraph 7.19.E in its entirety and insert the following new paragraph in its place:

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.03 Legal Relationships

SC-8.03.D Delete Paragraph 8.03.D in its entirety and insert the following new paragraph in its place:

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor or Owner, then Contractor shall (1) promptly attempt to settle the claim as to all parties

through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and its officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER’S RESPONSIBILITIES

SC-9.02 Replacement of Engineer

SC-9.02 Delete Paragraph 9.02 in its entirety and insert the following in its place:

9.02 Replacement of Engineer - Reserved

ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

SC-10.02 Visits to Site

SC-10.02 Delete the last sentence of Paragraph 10.02 in its entirety.

SC-10.03 Project Representative

SC-10.03.A Delete Paragraph 10.03.A in its entirety and insert the following new paragraph in its place:

- A. If Engineer deems necessary, Engineer will furnish or designate a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, and the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08.

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Owner's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other

Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

- a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have

these documents delivered to Engineer for review prior to payment for that part of the Work.

14. Completion:

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in final visit to the Site to determine completion of the Work, in the company of Owner, including Engineer, and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-10.09 Compliance with Safety Program

SC-10.09.A Delete Paragraph 10.09.A in its entirety and insert the following new paragraph in its place:

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK*SC-11.01 Amending and Supplementing Contract Documents***SC-11.01.A.1.b Amend the first sentence of Paragraph 11.01.A.1.b to read as follows:**

Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters.

*SC-11.02 Owner-Authorized Changes in the Work***SC-11.02.A Delete the second sentence of Paragraph 11.02.A in its entirety.***SC-11.05 Changes of Contract Times***SC-11.05 Add the following new paragraph immediately after Paragraph 11.05.B:****C. Delays due to abnormal weather conditions shall be determined as follows:**

1. Contractor shall obtain weather history for the most recent five years (minimum) preceding the Bid date. Weather history shall be obtained from the National Oceanic & Atmospheric Administration (NOAA) or other source approved by the Engineer. Historical weather shall be based on data from the weather reporting station closest to the Site.
2. For delays associated with an abnormal amount of rain, the Contractor shall use the weather history to calculate an average number of days that rainfall exceeded 0.1 inches for the period (month, quarter, year, etc.) in question. The average value calculated shall be rounded up to the next full day. The Contractor will be awarded a time extension equal to the number of days above the calculated average during which the period in question experienced rainfall in excess of 0.1 inches. A Contract Time extension will not be awarded for rain amounts of less than 0.1 inches.
3. For daily rain amounts in excess of one inch, the Contractor may be awarded one day beyond the number of days calculated as described above. The added day shall be a recovery period for the Contractor to perform Site maintenance, to dewater the Site and to restore erosion control measures before resuming work. Written requests for recovery days shall include a description of work activities performed during the recovery day.
4. For delays associated with other abnormal weather events, the weather history shall be used to calculate an average number of days for the type of weather considered to be the cause of a delay (calculation of the average number of days shall be as described above). The Contractor will be awarded a time extension equal to the number of days beyond the calculated average for the period in question. Where the Contractor can demonstrate that the abnormal weather event has impaired his ability to perform work beyond the day of the abnormal event, a recovery day, or days, to perform Site maintenance as necessary to restore the Site to a

workable condition may be awarded. The recovery days may be awarded if requested in writing by the Contractor and approved by the Owner. Written requests for recovery days shall include a description of work activities performed during the recovery days.

SC-11.06 Change Proposals

SC-11.06.A.1 Delete the last sentence of Paragraph 11.06.A.1 in its entirety.

SC-11.06.A.2 Amend the second and third sentence of Paragraph 11.06.A.2 to read as follows:

Such actions shall be in writing, with a copy provided to Contractor. If Engineer does not take action on the Change Proposal within 30 days, then Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

SC-11.06.A.3 Delete Paragraph 11.06.A.3 in its entirety and insert the following new paragraph in its place:

3. *Binding Decision:* Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

SC-11.06.B Delete Paragraph 11.06.B in its entirety and insert the following in its place:

B. Resolution of Certain Change Proposals – Reserved

SC-11.07 Execution of Change Orders

SC-11.07.A.3 Delete Paragraph 11.07.A.3 in its entirety and insert the following new paragraph in its place:

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties; and

ARTICLE 12 – CLAIMS

SC-12.01 Claims

SC-12.01.A Delete Paragraph 12.01.A in its entirety and insert the following new paragraph in its place:

A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Contractor of Engineer's decisions regarding Change Proposals; and
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents.

SC-12.01.C Amend the last sentence of Paragraph 12.01.C to read as follows:

All actions taken on a Claim shall be stated in writing and submitted to the other party.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK*SC-13.01 Cost of the Work***SC-13.01.B.3 Amend the second sentence of Paragraph 13.01.B.3 to read as follows:**

If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, which bids, if any, will be acceptable.

SC-13.01.B.5.c Amend the first sentence of Paragraph 13.01.B.5.c to read as follows:

Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof.

*SC-13.02 Allowances***SC-13.02.A Delete Paragraph 13.02.A in its entirety and insert the following new paragraph in its place:**

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner.

SC-13.02.D Delete Paragraph 13.02.D in its entirety and insert the following new paragraph in its place:

- D. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

*SC-13.03 Unit Price Work***SC-13.03.D Amend the last sentence of Paragraph 13.03.D to read as follows:**

Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Contractor, subject to the provisions of the following paragraph.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK*SC-14.01 Access to Work***SC-14.01.A Amend the first sentence of Paragraph 14.01.A to read as follows:**

Owner, including Engineer, its consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing.

*SC-14.02 Test, Inspections, and Approvals***SC-14.02.D.2 Delete Paragraph 14.02.D.2 in its entirety and insert the following new paragraph in its place:**

2. to attain Engineer's acceptance of materials or equipment to be incorporated in the Work;

SC-14.02.E Delete Paragraph 14.02.E in its entirety and insert the following new paragraph in its place:

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, including Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

*SC-14.03 Defective Work***SC-14.03.C Delete Paragraph 14.03.C in its entirety and insert the following new paragraph in its place:**

C. *Notice of Defects:* Prompt notice of all defective Work of which Engineer has actual knowledge will be given to Contractor.

*SC-14.07 Owner May Correct Defective Work***SC-14.07.B Amend the last sentence of Paragraph 14.07.B to read as follows:**

Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Owner's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD*SC-15.01 Progress Payments***SC-15.01.B.1 Amend the first sentence of Paragraph 15.01.B.1 to read as follows:**

At least 30 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents. Each Progress Payment shall reflect a completed work order, partial work orders completed during the pay period will not be accepted for payment. Full work order completion must be achieved for contractor to receive payment.

SC-15.01.B.1 Add the following language at the end of Paragraph 15.01.B.1:

The certificate of property insurance shall list the Owner as additional insured and must, at a minimum, include the following information:

- a. Location of property stored;
- b. Invoice number or itemized information including the description of stored items, such as tag number, manufacturer, etc.
- c. Cost or value of materials or equipment stored.

Off-site storage locations shall be secure and provide proper protection from unauthorized removal, pilferage and theft and shall protect material from negative effects of weather, water damage, insect and rodent infestation, deterioration because of dust, temperature, static electricity and humidity. If applicable, materials must be supported, piled or arranged in accordance with manufacturer's recommendations and warranty requirements. Materials shall be clearly labeled to identify the component. Owner reserves the right to periodically inspect off-site stored materials without notice and may, if applicable, require certification by manufacturer's representative. If detailed information received by Contractor of manufacturer's representative is not of sufficient detail or markings are not adequate to complete verification of stored materials proposed for payment, then Contractor's request will be denied. If Contractor's off-site location request is approved, Contractor shall allow a minimum 30-day review prior to inclusion on Contractor's application for payment due to required coordination. If review of the off-site storage location for materials or equipment, that have previously been included on Contractor's Application for Payment and paid by Owner, reveals that storage conditions have changed or materials or equipment show visible damage, Contractor shall deduct the cost of such materials or equipment on the next Application for Payment. Contractor shall notify Engineer if materials stored off-site are moved and stored on site. If material or equipment is not in acceptable condition when delivered to the project Site, Contractor shall not incorporate it into the Work and cost of material or equipment must be deducted from Contractor's next Application for Payment.

SC-15.01.C.1 Delete Paragraph 15.01.C.1 in its entirety and insert the following new paragraph in its place:

1. Engineer will, within ten days after receipt of each Application for Payment, including each resubmittal, either approve payment or return the Application to Contractor indicating in writing Engineer's reasons for refusing to approve payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

SC-15.01.C.2 Amend the first sentence of Paragraph 15.01.C.2 to read as follows:

Engineer's approval of any payment requested in an Application for Payment will constitute a representation by Engineer based on Engineer's observations of the executed Work as an experienced and qualified design professional or other approved representative, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

SC-15.01.C.3 Amend the first sentence of Paragraph 15.01.C.3 to read as follows:

By approving any such payment Engineer will not thereby be deemed to have represented that:

SC-15.01.C.4 Amend the first sentence of Paragraph 15.01.C.4 to read as follows:

Neither Engineer's review of Contractor's Work for the purposes of approving payments nor Engineer's approval of any payment, including final payment, will impose responsibility on Engineer:

SC-15.01.C.5 Delete Paragraph 15.01.C.5 in its entirety and insert the following new paragraph in its place:

5. Engineer may refuse to approve the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations stated in Paragraph 15.01.C.2.

SC-15.01.C.6 Amend the first sentence of Paragraph 15.01.C.6 to read as follows:

Engineer may reduce payment (set-off) necessary in Engineer's opinion to protect Owner from loss because:

SC-15.01.D.1 Amend the first sentence of Paragraph 15.01.D.1 to read as follows:

Twenty days after presentation of the Application for Payment to Owner with Engineer's approval, the amount approved (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.01.E.1 Amend the first sentence of Paragraph 15.01.E.1 to read as follows:

In addition to any reductions in payment (set-offs) by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

SC-15.01.E.1 Insert the following paragraphs after Paragraph 15.01.E.1.k and renumber subsequent paragraphs accordingly:

- l. any fines levied against the Owner for failure of Contractor to adhere to permit requirements or to abide by laws and regulations;
- m. Owner has incurred extra charges or engineering costs related to Contractor's work outside regular working hours;
- n. Owner has incurred extra costs related to failure of Contractor to perform periodic cleanup and basic restoration of the Site satisfactory to the Engineer;

SC-15.01.E.2 Amend the first sentence of Paragraph 15.01.E.2 to read as follows:

If Owner imposes any set-off against payment, Owner will give Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld.

SC-15.03 Substantial Completion**SC-15.03.A Delete Paragraph 15.03.A in its entirety and insert the following new paragraph in its place:**

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Engineer an initial draft of punch list items to be completed or corrected before final payment.

SC-15.03.B Amend the first sentence of Paragraph 15.03.B to read as follows:

Promptly after Contractor's notification, Owner, including Engineer, and Contractor shall make an inspection of the Work to determine the status of completion.

SC-15.03.B Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.03.C Delete Paragraph 15.03.C in its entirety and insert the following new paragraph in its place:

- C. If Engineer considers the Work substantially complete, Engineer will, within 14 days, execute and deliver to Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected).

SC-15.03.D Amend the first sentence of Paragraph 15.03.D to read as follows:

At the time of receipt of the Contractor's request for issuance of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner.

*SC-15.04 Partial Use or Occupancy***SC-15.04.A Amend the first sentence of Paragraph 15.04.A to read as follows:**

Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, including Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

SC-15.04.A.1 Amend the second sentence of Paragraph 15.04.A.1 to read as follows:

If and when Contractor agrees that such part of the Work is substantially complete, Contractor and Owner, including Engineer, will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

SC-15.04.A.2 Delete Paragraph 15.04.A.2 in its entirety and insert the following new paragraph in its place:

2. At any time Contractor may notify Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

SC-15.04.A.3 Amend the first and second sentence of Paragraph 15.04.A.3 to read as follows:

Within a reasonable time after either such request, Owner, including Engineer, and Contractor shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

*SC-15.05 Final Inspection***SC-15.05.A Amend the first sentence of Paragraph 15.05.A to read as follows:**

Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective.

SC-15.05 Add the following new paragraph immediately after Paragraph 15.05.A:

- B. Final cleaning and repairing shall be so arranged as to be finished upon completion of the construction work. The Contractor will make his final cleaning and repairing, and any portion of the work finally inspected and accepted by the Engineer shall be kept clean by the Contractor, until the final acceptance of the entire Work.

SC-15.06 *Final Payment***SC-15.06.B** **Delete Paragraph 15.06.B in its entirety and insert the following new paragraph in its place:**

- B. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's approval of final payment and present the Application for Payment to Owner for payment. Such approval shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to approve final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

SC-15.06.C **Delete Paragraph 15.06.C in its entirety and insert the following new paragraph in its place:**

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written approval of final payment.

SC-15.06.D **Delete Paragraph 15.06.D in its entirety and insert the following new paragraph in its place:**

- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount approved by Engineer (less any further sum Owner is entitled to set off, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**SC-16.01** *Owner May Suspend Work***SC-16.01.A** **Amend the first sentence of Paragraph 16.01.A to read as follows:**

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor.

SC-16.01 **Add the following new paragraph immediately after Paragraph 16.01.A:**

- B. Should the Resident Project Representative (RPR) suspend Work due to unsafe Work conducted by the Contractor, Contractor shall not resume Work until re-inspected by Owner's safety personnel or by subsequent inspection by

Tennessee OSHA. The Contractor shall not be allowed any adjustment in Contract Price or extension of Contract Time attributed to this delay.

SC-16.02 Owner May Terminate for Cause

SC-16.02.A.4 Delete Paragraph 16.02.A.4 in its entirety and insert the following new paragraph in its place:

4. Contractor's repeated disregard of the authority of Owner, including Engineer.

SC-16.02.E Amend the fourth sentence of Paragraph 16.02.E to read as follows:

Such claims, costs, losses, and damages incurred by Owner will be incorporated in a Change Order.

SC-16.03 Owner May Terminate for Convenience

SC-16.03.A Amend the first sentence of Paragraph 16.03.A to read as follows:

Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract.

SC-16.04 Contractor May Stop Work or Terminate

SC-16.04.A Delete Paragraph 16.04.A in its entirety and insert the following new paragraph in its place:

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

SC-16.04.B Amend the first sentence of Paragraph 16.04.B to read as follows:

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner, stop the Work until payment is made of all such amounts due Contractor.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES*SC-17.01 Methods and Procedures***SC-17.01.B.3 Delete Paragraph 17.01.B.3 in its entirety and insert the following new paragraph in its place:**

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to the exclusive jurisdiction and venue of the state courts located in Montgomery County, Tennessee, and both parties specifically agree to be bound by the jurisdiction and venue thereof.

ARTICLE 18 – MISCELLANEOUS*SC-18.01 Giving Notice***SC-18.01.A.1 Delete Paragraphs 18.01.A.1 and 18.01.A.2 in their entirety and insert the following new paragraphs in their place:**

1. delivered in person, by a commercial courier service or otherwise, to the designated representative of the party for which it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the party's designated representative at the last business address known to the sender of the notice.

*SC-18.04 Limitation of Damages***SC-18.04.A Delete Paragraph 18.04.A in its entirety and insert the following new paragraph in its place:**

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor any of its officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

*SC-18.09 Right to Inspect Records***SC-18.09 Add the following new paragraph immediately after Paragraph 18.08:***SC-18.09 Right to Inspect Records*

- A. Contractor shall establish a reasonable invoice accounting system, which enables ready identification of contractor costs of goods and use of funds relating to the Work performed under the Contract. The Owner or its representative may audit the Contractor's records any time during the Contract Time and for an additional period of four years after final payment or until all disputed claims have been settled, whichever is longer, to verify the Owner's payment obligation and the use of the Owner's funds. This right to audit shall include all supporting documentation of subcontractors' invoices for goods or

services that are subcontracted by the Contractor. Any disputed claims will be verified by an independent auditor at the cost of the Owner unless the Contractor is found to have overcharged the Owner in which case the Contractor will pay the cost of the audit as well as repay all overcharges.

- B. Contractor agrees to cooperate with and make reasonable accommodation to Owner for audit or financial examination purposes. Contractor further agrees that failure to cooperate or to carry out the requirements set forth in Paragraph SC-18.09 shall constitute a breach of contract and may result in termination of this Contract by the Owner.
- C. This Paragraph SC-18.09 shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Owner may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

+ + END OF SUPPLEMENTARY CONDITIONS + +

SECTION C-01000
PROJECT REQUIREMENTS

PART 1 - GENERAL

1.01 Scope of Work

- A. The work to be performed (Project) consists of the rehabilitation of approximately 150 service laterals using cured-in-place pipe lining. The Work includes sewer cleaning and pre- and post-rehabilitation television inspection evaluated and coded by NASSCO LACP methods as set out more fully in the Specifications.
- B. Work includes furnishing all labor, equipment, tools and materials and performing all operations required to complete the Work satisfactorily, in place.
- C. Work may be conducted throughout the City of Franklin Water Management Department's operating area (Site) with specific locations issued through Work Orders. Work Orders will be issued to the Contractor by the Engineer and will contain the locations where the work is to be completed as well as the quantity of service laterals to be rehabilitated.

1.02 Measurement and Payment

- A. No payment will be made for any items other than those listed on the Bid Form.
- B. Required items of work and incidentals necessary for the satisfactory completion of the Work which are not specifically addressed on the Bid Form shall be considered incidental to the Work. All costs thereof shall be included in the prices bid for the various Bid items.
- C. Payment for light cleaning shall include any and all light cleaning required to rehabilitate the line segments and will be made for each line segment only once. Any additional light cleaning deemed necessary by the Contractor after initial cleaning is performed will be at Contractor's sole expense.
- D. There is a separate pay item established for heavy cleaning; however, no additional payment for normal light cleaning will be considered. Compensation for heavy cleaning of a particular line will only be paid, if: 1) the heavy cleaning was authorized by the Engineer prior to Contractor performance of the work, and 2) Contractor proves that both significant time and effort were necessary to clean the line (i.e. the time required to clean and inspect the line must have been at least twice the average time required to clean and inspect other sewers of comparable length / diameter at the Site).
- E. Any third-party testing requested by the Owner shall be paid for out of the Allowance for Engineer-directed third-party testing. No payment shall be made for services which fail to verify required results. Contractor shall submit copies of invoices from independent third-party testing firm providing the services, materials and/or equipment with each Application for Payment along with a report verifying that results meet minimum requirements. The cost of all manufacturer testing to qualify products

furnished to the Site shall not be the responsibility of the Owner and shall not be compensated out of the third-party testing allowance.

1.03 Milestone Dates

- A. The Contractor shall complete the activities listed below within the following number of days after the Notice to Proceed Commencement Date:

Days after NTP Commencement Date	Milestone	Liquidated Damages per Day
335	Substantial Completion of All Work	\$500.00
365	Completion and Readiness for Final Payment	\$500.00

- B. Substantial completion for the purposes of assessing liquidated damages, shall be defined as the time at which the work (or a specified part thereof) has progressed to the point where, in the opinion of the Engineer, the work is sufficiently complete, in accordance with the Contract Documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it was intended, and to the satisfaction of the Engineer in accordance with the requirements of the Specifications. Specific items of work that must be completed prior to the Engineer's issuance of a certificate of Substantial Completion include, but are not limited to, the following:

1. All submittals must be approved by the Engineer, including but not limited to material test reports;
2. Correction of defects discovered during the post-installation television inspection.

1.04 Project Location

- A. The location of the Project is the City of Franklin Water Management Department's operating area.

1.05 Sequencing and Coordination

- A. Contractor shall be solely responsible for all construction sequencing.

B. Work Order Schedule

1. Contractor shall submit to Owner a Work Order Schedule at a minimum seven (7) days prior to commencement of Work in specific work areas, which shall at a minimum include the following information:
 - i. List of all work order items grouped into areas in which Contractor is proposing to work; groups shall be arranged in anticipated order in which Work will be performed;

- ii. Property addresses;
 - iii. Estimated time frames indicating when Work will be performed;
 - iv. Name of the on-site superintendent for each group of Work.
- 2. A maximum of two crews working simultaneously may be allowed by Owner unless otherwise approved by Owner.
- 3. Contractor shall coordinate with Owner to assure Resident Project Representative may observe Work that is being performed by Contractor.
- C. Public Notifications
 - 1. The Contractor shall notify all residents, property owners and businesses within the project area at least two (2) weeks prior to commencement of Work in the specific area. In addition, Contractor shall issue a second notification to residents within 72 hours, but not less than 24 hours, prior to commencing Work in that area.
 - 2. The Contractor shall coordinate and cooperate with the Owner on the most appropriate way to notify businesses in the area.
 - 3. Owner shall be notified at a minimum seven (7) days prior to Contractor's notification of the public.
 - 4. The method and text of the notices shall be approved by the Owner. An emergency telephone number for the City of Franklin Water Management Dept. shall be the point of contact in the notification.
 - 5. During the performance of the Work, the maximum amount of time allowed for a sewer lateral service outage shall be eight (8) hours for any property served by the sewer. The Contractor shall make personal contact with any home or business that cannot be reconnected within the time stated in the written notice.
- D. Contractor shall be responsible for coordinating road closures that are necessary for the completion of the Work with the City of Franklin Street Department.

1.06 Utilities

- A. In locations where public water supply is available, the Contractor may utilize the local public water supply to obtain water for construction purposes. The Contractor shall follow all procedures of owner or other utility related to the use of such public water supply.
- B. The Contractor shall obtain prior approval from the Owner or other utility before using the local public water supply and shall comply with all Federal, State and local laws and regulations concerning water drawn from a public water supply. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted water use. Hydrants shall only be operated under the supervision of the Owner's personnel.
- C. All water drawn from a public water supply shall be metered using a water meter/backflow preventer supplied by the Owner or other utility. The final application for payment will not be processed until the meter is returned to the Owner or other utility.

1.07 Working Drawings

- A. Working Drawings include, but are not limited to, Shop Drawings, layout drawings in plan and elevation, installation drawings, elementary wiring diagrams, interconnecting wiring diagrams, manufacturer's data, etc. Contractor shall be responsible for securing all of the information, details, dimensions, Drawings, etc., necessary to prepare the Working Drawings required and necessary under this Contract and to fulfill all other requirements of this Contract. Contractor shall secure such information, details, Drawings, etc., from all possible sources including the Drawings, Working Drawings prepared by subcontractors, Engineers, suppliers, etc.
- B. Working Drawings shall accurately and clearly present the following:
 - 1. All working and installation dimensions;
 - 2. Arrangement and sectional views;
 - 3. Units of equipment in the proposed positions for installation, details of required attachments and connections, and dimensioned locations between units and in relation to the structures;
 - 4. Necessary details and information for making connections between the various trades including, but not limited to, power supplies and interconnecting wiring between units, accessories, appurtenances, etc.
- C. Shop Drawings
 - 1. Contractor shall submit for review by the Engineer Shop Drawings for all fabricated work and for all manufactured items required to be furnished by the Contract Documents.
 - 2. Where manufacturer's publications in the form of catalogs, brochures, illustrations or other data sheets are submitted in lieu of prepared Shop Drawings, such submittals shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submittals showing only general information are not acceptable.

1.08 Submittals

- A. Unless otherwise specified, the Contractor shall provide three (3) printed sets and one (1) electronic set of submittals and/or shop drawings for Engineer review in accordance with the General Conditions.
- B. All submittals from subcontractors, manufacturers or suppliers shall be sent directly to the Contractor for checking. Contractor shall thoroughly check all Drawings for accuracy and conformance to the intent of the Contract Documents. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors, manufacturers, or suppliers by the Contractor for correction before submitting them to the Engineer.
- C. All submittals shall be bound, dated, properly labeled and consecutively numbered.
- D. In addition to submittal requirements listed in the General Conditions, submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.
- E. Working Drawings shall be submitted as a single complete package including all

associated drawings relating to a complete assembly of the various parts necessary for a complete unit or system.

- F. Shop Drawings shall be submitted as a single complete package for any operating system and shall include all items of equipment and any mechanical units involved or necessary for the functioning of such system. Where applicable, the submittal shall include elementary wiring diagrams showing circuit functioning and necessary interconnection wiring diagrams for construction.
- G. The submittal transmittal page shall include, at a minimum, the following information:
 - 1. Contractor identification:
 - i. Contractor;
 - ii. Supplier;
 - iii. Manufacturer;
 - iv. Supplier or Manufacturer Representative.
 - 2. Date of submission;
 - 3. Project number;
 - 4. Project name;
 - 5. Description/identification of the product;
 - 6. Reference to Contract drawing(s), if applicable;
 - 7. Drawing number or specification section, page and paragraph(s), if applicable;
 - 8. Reference to applicable standards, such as ASTM or Federal Standards numbers;
 - 9. Note any deviations from Contract requirements;
 - 10. Contractor's approval and certification statement;
 - 11. Reference to previous submittal (for resubmittals).
- H. Submittals shall be routed as follows:
 - 1. Supplier to Contractor;
 - 2. Contractor to Engineer;
 - 3. Engineer to Contractor;
 - 4. Contractor to Supplier.
- I. Upon Engineer review, submittals will be returned to the Contractor bearing a review stamp indicating submittal review status:
 - 1. No Exceptions Taken (NET) – Work may proceed;
 - 2. NET with Comments (NETC) – Comments must be addressed, but no resubmittal is required;
 - 3. Make Corrections Noted (MCN) – Resubmittal is required;
 - 4. Amend & Resubmit (A&R) – Work may not proceed, resubmittal is required;

- 5. Rejected (REJ) – Work may not proceed, new submittal is required;
 - 6. No Review (NR) – Submittal data filed for informational purposes.
 - J. If a submittal is satisfactory to the Engineer in full or in part, the Engineer will annotate the submittal NET, NETC or MCN, retain two (2) printed copies and return one (1) printed copy and an electronic copy to the Contractor.
 - K. If a full resubmittal is required, the Engineer will annotate the submittal A&R or REJ, and return an electronic copy to the Contractor for appropriate action.
 - L. No materials or equipment shall be ordered, fabricated, shipped or any work performed until the Engineer returns to the Contractor the submittals, herein required, annotated NET, NETC or MCN. If a submittal is returned MCN, the portions of work covered by the submittal that require confirmation by the Engineer shall not be ordered, fabricated, shipped, or any work performed until those portions are approved in a subsequent submittal either NET or NETC.
 - M. Acceptance of a Working Drawing by the Engineer will constitute acceptance of the subject matter for which the Drawing was submitted and not for any other structure, material, equipment or appurtenances indicated or shown.
 - N. Where errors, deviations, and/or omissions are discovered at a later date in any of the submittals, the Engineer's prior review of the submittals does not relieve the Contractor of the responsibility for correcting all errors, deviations, and/or omissions.
- 1.09 Project Close-Out
- A. As construction of the project enters the final stages of completion, the Contractor shall, in concert with accomplishing the requirements set forth in the Contract Documents, attend to or have already completed the following items as they apply to this contract:
 - 1. Required testing of project components.
 - 2. Correcting or replacing defective work, including completion of items previously overlooked or work which remains incomplete, all as evidenced by the Engineer's "Punch" Lists.
 - 3. Attend to any other items listed herein or brought to the Contractor's attention by the Engineer.

PART 2 - NOT USED

PART 3 - EXECUTION

3.01 Documents at Site

- A. Contractor shall maintain any applicable permits on Site at all times. Said permits shall be available for inspection by Owner, including Engineer, at all times.

3.02 Contractor Vehicle Identification

- A. Contractor shall visibly affix a magnetic sign to all vehicles used in the performance of the Work; the sign shall at minimum include the following information:
 - 1. Contractor's name
 - 2. Contractor's phone number
 - 3. Performing Work for Franklin Water Management Department

3.03 Final Clean-Up and Site Rehabilitation

- A. At the completion of the work, the Contractor shall remove all rubbish from and about the site of the work, and all temporary structures, construction signs, tools, scaffolding, materials, supplies and equipment which Contractor or any Subcontractors may have used in the performance of the work.
- B. Before finally leaving the site, the Contractor shall wash and clean all exposed surfaces which have become soiled or marked, and shall remove from the site of work all accumulated debris and surplus materials of any kind which result from his operation, including construction equipment, tools, sheds, sanitary enclosures, etc. The Contractor shall leave all equipment, fixtures, and work, which he has installed, in a clean condition. The completed Project shall be turned over to the Owner in a neat and orderly condition.
- C. The site of the work shall be rehabilitated or developed in accordance with other sections of the Specifications and the Drawings. In the absence of any portion of these requirements, the Contractor shall completely rehabilitate the Site to a condition and appearance equal or superior to that which existed just prior to construction, except for those items that were required to be permanently removed or relocated in accordance with the Contract Documents or as ordered by the Owner.

3.04 Miscellaneous

- A. Questions during performance of the Work may be directed to the City of Franklin Water Management Engineering Department, phone number (931) 645-7418.

+ + END OF PROJECT REQUIREMENTS + +

SECTION C-01091

CODES AND STANDARDS

PART 1 - GENERAL

1.01 Description

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.
- B. The inclusion of an organization under one category does not preclude that organization's standards from applying to another category.
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL Standard, an AGA or NSF approval or an ASME requirement is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 Standard Organizations

A. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRA	Ductile Iron Pipe Research Association
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation

	PPI	Plastic Pipe Institute
	Uni-Bell	PVC Pipe Association
B.	Materials	
	AASHTO	American Association of State Highway and Transportation Officials
	ANSI	American National Standards Institute
	ASTM	American Society for Testing and Materials
C.	Painting and Surface Preparation	
	NACE	National Association of Corrosion Engineers
	SSPC	Steel Structures Painting Council
D.	Electrical and Instrumentation	
	AEIC	Association of Edison Illuminating Companies
	AIEE	American Institute of Electrical Engineers
	EIA	Electronic Industries Association
	ICEA	Insulated Cable Engineers Association
	IEC	International Electrotechnical Commission
	IEEE	Institute of Electrical and Electronic Engineers
	IES	Illuminating Engineering Society
	IPC	Institute of Printed Circuits
	IPCEA	Insulated Power Cable Engineers Association
	ISA	ISA – The Instrumentation, Systems, and Automation Society
	NEC	National Electric Code
	NEMA	National Electrical Manufacturers Association
	NFPA	National Fire Protection Association
	REA	Rural Electrification Administration
	TIA	Telecommunications Industries Association
	UL	Underwriter's Laboratories
	VRCI	Variable Resistive Components Institute
E.	Aluminum	
	AA	Aluminum Association
	AAMA	American Architectural Manufacturers Association
F.	Steel and Concrete	
	ACI	American Concrete Institute

	AISC	American Institute of Steel Construction, Inc.
	AISI	American Iron and Steel Institute
	CRSI	Concrete Reinforcing Steel Institute
	NRMA	National Ready-Mix Association
	PCA	Portland Cement Association
	PCI	Prestressed Concrete Institute
G.	Welding	
	ASME	American Society of Mechanical Engineers
	AWS	American Welding Society
H.	Government and Technical Organizations	
	AIA	American Institute of Architects
	APHA	American Public Health Association
	APWA	American Public Works Association
	ASA	American Standards Association
	ASAE	American Society of Agricultural Engineers
	ASCE	American Society of Civil Engineers
	ASQC	American Society of Quality Control
	ASSE	American Society of Sanitary Engineers
	CFR	Code of Federal Regulations
	CSI	Construction Specifications Institute
	EDA	Economic Development Administration
	EPA	Environmental Protection Agency
	FCC	Federal Communications Commission
	FmHA	Farmers Home Administration
	FS	Federal Specifications
	IAI	International Association of Identification
	ISEA	Industrial Safety Equipment Association
	ISO	International Organization for Standardization
	ITE	Institute of Traffic Engineers
	NBFU	National Board of Fire Underwriters
	NFPA	National Fluid Power Association
	NBS	National Bureau of Standards

NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
TDEC	Tennessee Department of Environment and Conservation
TVA	Tennessee Valley Authority
USDC	United States Department of Commerce
WEF	Water Environment Federation

I. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association
DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISANTA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association

	NWWDA	National Wood Window and Door Association
	RMA	Rubber Manufacturers Association
	SBC	SBCC Standard Building Code
	SDI	Steel Door Institute
	SIA	Scaffold Industry Association
	SMA	Screen Manufacturers Association
	SPRI	Single-Ply Roofing Institute
	TCA	Tile Council of America
	UBC	Uniform Building Code
J.	Roadways	
	AREA	American Railway Engineering Association
	CSD	City of Franklin Street Department MCHD Williamson County Highway Department
	TDOT	Tennessee Department of Transportation
K.	Plumbing	
	AGA	American Gas Association
	NSF	National Sanitation Foundation
	PDI	Plumbing Drainage Institute
	SPC	SBCC Standard Plumbing Code
L.	Refrigeration, Heating, and Air Conditioning	
	AMCA	Air Movement and Control Association
	ARI	American Refrigeration Institute
	ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
	ASME	American Society of Mechanical Engineers
	CGA	Compressed Gas Association
	CTI	Cooling Tower Institute
	HEI	Heat Exchange Institute
	IIAR	International Institute of Ammonia Refrigeration
	NB	National Board of Boilers and Pressure Vessel Inspectors
	PFMA	Power Fan Manufacturers Association
	SAE	Society of Automotive Engineers

	SMACNA	Sheet Metal and Air Conditioning Contractors National Association
	SMC	SBCC Standard Mechanical Code
	TEMA	Tubular Exchangers Manufacturers Association
M.	Equipment	
	AFBMA	Anti-Friction Bearing Manufacturers Association, Inc.
	AGMA	American Gear Manufacturers Association
	ALI	Automotive Lift Institute
	CEMA	Conveyor Equipment Manufacturers Association
	CMAA	Crane Manufacturers Association of America
	DEMA	Diesel Engine Manufacturers Association
	MMA	Monorail Manufacturers Association
	OPEI	Outdoor Power Equipment Institute, Inc.
	PTI	Power Tool Institute, Inc.
	RIA	Robotic Industries Association
	SAMA	Scientific Apparatus Makers Association

1.03 Symbols

- A. Symbols and material legends shall be as scheduled on the Drawings.

PART 2 - NOT USED

PART 3 – NOT USED

+ + END OF CODES AND STANDARDS + +

SECTION C-02612
CURED-IN-PLACE PIPE (CIPP) LINER
FOR SERVICE LATERAL LINE REHABILITATION

PART 1 – GENERAL

1.01 Scope of Work

The work consists of the method and process for furnishing all labor, materials, tools, equipment and incidentals necessary to provide for the complete rehabilitation of deteriorated sanitary sewer service laterals by forming a new tight-fitting liner within the existing pipe. The process in a typical and general form consists of a flexible felt tube impregnated with an approved resin that is inserted into an existing pipe. The curing may be accomplished by circulating heated water under hydrostatic pressure or steam pressure within the tube to affect the desired cure of the resin throughout the length of the tube, extending full-length from the rehabilitated main line to a point of termination defined by the Engineer. The resin should be cured into a hard, impermeable pipe of the desired thickness, providing a structurally sound, smooth interior and tight-fitting liner within the existing pipe. The lined pipe shall provide a hydraulic flow similar to, or greater than, the original new sewer capacity.

1.02 Referenced Documents

- A. This specification references the American Society of Testing and Materials such as those indicated below, which are made a part hereof by such reference and shall be the latest edition and revision thereof:
 - 1. ASTM F1216 (Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube);
 - 2. ASTM F1743 (Standard Practice for the Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe);
 - 3. ASTM D5813 (Standard Specification for Cured-In-Place Thermosetting Resin Sewer Piping Systems);
 - 4. ASTM D790 (Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials);
 - 5. ASTM D638 (Standard Test Method for Tensile Properties of Plastics);
 - 6. ASTM D543 (Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents).
- B. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.

1.03 Product and Contractor Qualification Requirements

- A. Product must be capable of being completely installed and tested from the mainline, a manhole or a cleanout.
- B. CIPP sewer products shall have a fifty-year design life and only proven products with substantially successful long-term track records are acceptable. Results of independent

third-party test samples simulating installation methods and trauma of the product must support the short- and long-term performance as well as structural strength of the sewer rehabilitation product(s).

- C. The tube and resin manufacturers shall be third-party certified to ISO 9000 or other internationally recognized organization standards.
- D. CIPP liner materials must have passed independent approved third-party laboratory testing, not excluding long-term (10,000 hour) structural behavior testing, and must have been successfully installed to repair failing host pipes in the United States (U.S.) for at least three (3) years. In addition to the afore-mentioned, Engineer may require that Contractor and manufacturer demonstrate that proposed CIPP liner materials meet or exceed the specifications herein and submit evidence for Engineer approval prior to installation of the proposed CIPP liner material systems.
- E. The Contractor performing the CIPP lining work shall be fully qualified, experienced and equipped to complete this work expeditiously and in a satisfactory manner and shall be certified and/or licensed as an installer by the CIPP lining manufacturer. The Contractor shall have successfully installed a minimum of 2,000 CIPP service laterals of the proposed CIPP lateral liner during the last three (3) years. The full-time, on-site superintendent/foreman that will supervise the CIPP lateral lining installation under this Contract shall have successfully installed a minimum of 500 CIPP service laterals of the proposed CIPP lateral liner during the last two (2) years.
- F. Pre-approved manufacturers of cured-in-place pipe (CIPP) are:
 - 1. BLD "Service Connection Seal + Lateral", BLD Services, LLC, 2424 Tyler Street, Kenner, LA, 70062, phone (504) 466-1344.
 - 2. T-Liner®, LMK Technologies, Inc., 1779 Chessie Lane, Ottawa, IL, 61350, phone (815) 433-1275.

1.04 Submittals

- A. Prior to installation, Contractor shall submit to Engineer a complete list of all materials proposed to be furnished and installed under this Contract. No sewer lining components shall be brought onto the job site until product submittals have been approved by the Engineer.

Submittals, which must be submitted to Engineer for approval, include:

- 1. Manufacturer certification that Contractor is certified and/or licensed as an installer by the CIPP manufacturer.
- 2. Full product submittal for all materials utilized in the CIPP installation to include, but not limited to, the resin and felt tube.
- 3. Third-party written certification of compliance with the applicable ASTM standards listed in Section 2.02 Structural Requirements.
- 4. Evidence that tube and resin manufacturers are third-party certified to ISO 9000 or other internationally recognized organization standards.
- 5. Independent third-party test results supporting the short- and long-term performance as well as structural strength of the proposed sewer rehabilitation

product(s). Test samples shall be prepared to simulate installation methods and trauma of the product and must verify that the CIPP physical properties specified in Section 2.02 have been achieved in previous field applications.

6. Calculations, prepared and sealed by a professional engineer registered in the state of Tennessee with a minimum of two (2) years CIPP design experience, showing the design for the liner thickness for the various sewer pipe sizes.
7. Description of installation procedure and equipment proposed for use including the designated curing water or steam temperatures, curing pressures, liner installation methods and limitations, locations of monitors, etc.
8. Cleaning equipment and methods.
9. Name and contact information of proposed third-party testing company.

B. Line Segment Inspection Documentation

1. Submit templates of all standard record keeping and inspection forms, which are to be utilized and prepared by the Contractor for issuance to the Engineer, for Engineer review and approval prior to incorporation into the documentation.
2. After rehabilitation of line segments, Contractor shall:
 - i. submit inspection reports for each line segment. Documentation must at a minimum include the location and/or lateral identification, condition of sewers, lateral connections and joints.
 - ii. furnish closed-circuit television (CCTV) pre- and post-rehabilitation inspection reports on DVD along with typewritten logs of the internal inspections.

C. Public Notification Forms

1. Prior to scheduling of rehabilitation work, Contractor's method and text of public notifications shall be approved by the Engineer. Contractor shall submit sample public "Notification of Sewerage Service Disruption" forms to the Engineer for review and approval along with the proposed public notification method.
2. Equipment signage, if applicable, vehicle identification and typical photo badge identification developed by the Contractor shall be submitted to the Engineer for review prior to any work being performed. Contractor's vehicle identification shall be in accordance with Section C-01000 Project Requirements.

D. Bypass Procedures

Prepare and submit proposed bypass pumping techniques, equipment, procedures and emergency response plan to Engineer for review prior to installation of proposed bypass pumping operation. Contractor shall include detailed plans for bypassing flow from sections of pipe and laterals to be replaced prior to commencement of work.

E. Primary Installation Equipment

Submit a list of all key equipment and rated relevant capacities that will be utilized for installation of the CIPP. This shall include, but is not limited to, the heat source, resin mixing device, impregnation device, tube feed control equipment, etc.

F. Traffic Control Plan

A Traffic control plan must be submitted for all work along public streets or right-of- ways that are designated for public use. Submittal must be received by the Engineer, and any otherwise appropriate review authority, a minimum of seven (7) days prior to planned work and must be approved prior to commencement of work in these areas. It shall be the Contractor's responsibility to coordinate submittal requirements with the different agencies involved. The Engineer will assist with the facilitation of such other agency requests as necessary.

PART 2 – PRODUCTS

2.01 General

The proposed materials shall be suitable for use in the environment and conditions of the Work.

A. Liner Felt Fiber Tube

1. The product shall not be made of a dark or non-reflective material that would inhibit proper CCTV inspection.
2. The felt fiber tube shall be fabricated to a size that when installed will neatly fit the internal circumference of the conduit to be rehabilitated as specified. Allowance for circumferential stretching during insertion shall not exceed manufacturer's standards, nor shall it result in allowing violation of the minimum thickness requirements. The liner shall be a one piece felt fiber tube that will create a watertight seal at the mainline interface.
3. The liner length shall be that deemed necessary by Contractor to effectively carry out the insertion from inlet to outlet points. The Contractor shall verify the lengths in the field. Individual installation runs can be made over one or more access points as determined in the field by the Contractor, authorized by the manufacturer and approved by the Engineer.
4. The material shall be manufactured in such a manner as to result in a tight- fitting, continuous liner after installation. There shall be no measurable annular space. The liner shall have a snug fit at manhole terminations as shall be evidenced by flares.

B. Resin

1. The resin system shall be a corrosion resistant isophthalic polyester or vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813, ASTM F1743, and ASTM D543, the chemical resistance and physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this Work.

2. The resin for this Work shall be equal or superior to, at the discretion of the Engineer, Vipel® L704 series resin as manufactured by AOC of Collierville, Tennessee. Any resin used shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

2.02 Structural Requirements

A. General

1. The newly installed liner system shall be designed for a minimum fifty-year service life under continuous loading conditions.
2. The liner system shall be designed by a professional engineer registered in the state of Tennessee and shall have sufficient wall thickness to withstand the anticipated external pressures and loads that will be imposed after installation. The design of the liner shall include considerations for ring bending, deflection, combined loading, buckling, ovality and installation procedures. Signed and sealed calculations which determine wall thickness requirements of the liner shall be submitted to the Engineer for review and comments prior to installation. Designs shall be based on the use of standard flexible pipe equations, as detailed in ASTM F1216 and shall account for the effects of ovality.
3. Design of the liner system shall be based on the condition of the existing pipe that shall be classified as fully deteriorated unless another classification has been agreed to by the Engineer prior to installation of the liner. Fully deteriorated pipe is herein defined as being structurally unsound, suffering from severe cracks and missing sections or other defects. The design shall assume no bonding to the original pipe wall. The liner system shall be designed to withstand all imposed loads.
4. The tube manufacturer must have performed long-term testing for flexural creep of the CIPP material installed by his contractor. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (tube and resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Values in excess of fifty percent (50%) will not be applied unless substantiated by qualified third party test data. The materials utilized for this project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in design.
5. The liner thickness proposed by the Contractor will be reviewed by the Engineer utilizing the design process listed in ASTM F1216 and in particular Appendix XI. If the Contractor's calculation method differs from these equations, Contractor shall explain, clearly in detail, why different equations are utilized and provide satisfactory justification for each deviation.

6. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two (2) layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

B. Specific Design Parameters and Requirements

1. A design safety factor of at least two (2) shall be utilized at all times.
2. The short-term modulus of elasticity will be reduced by fifty percent (50%) in the calculations. If Contractor submits third party certified test results proving a lesser reduction in the long-term modulus after a 10,000-hour test, Engineer will take this into consideration.
3. The Enhancement Factor "K" to be used in "partially deteriorated" design conditions shall be assigned a value of "7". Application of Enhancement Factors (K) in excess of "7" shall be substantiated through independent third-party test data.
4. Ovality shall be calculated from ASTM F1216 Appendix XI.I or as otherwise previously agreed to by the Engineer.
5. Physical properties for the cured pipe shall conform to the minimum structural standards as follows:

<u>Property</u>	<u>Standard Test Method</u>	<u>Cure Polyester Composite Minimum Values Standard</u>	<u>Enhanced Resin</u>
Tensile Strength	ASTM D638	3,000 psi	4,000 psi
Flexural Strength	ASTM D790	4,500 psi	4,500 psi
Modulus of Elasticity	ASTM D790	250,000 psi	400,000 psi

If so directed by the Engineer, the Contractor shall furnish, prior to use of the materials, satisfactory written certification of compliance with the manufacturer's standards for all materials and conformance with methods of the manufacturer's process.

6. General corrosion requirements of the CIPP necessitate the system utilize thermosetting resins which will withstand the corrosive effect of the existing residential, commercial and industrial effluents, liquids and/or gases. The following minimum standards are applicable and shall be tested per ASTM D543 for a minimum exposure of one month at 73.4° F (degrees Fahrenheit):

<u>Chemical Solution/Feature</u>	<u>Concentration/Range</u>
H ₂ S (atmospheric)	20ppm

Nitric Acid	5%
Sulfuric Acid	30%
pH	3<pH<9

7. Hydraulic capacity requirements shall be addressed such that the hydraulic profile shall be maintained as large as possible. The liner shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.
8. Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 2.02 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Part 3 of this specification.

2.03 Liner Materials

The only liner products that are pre-approved for installation for this Work are referenced in Section 1.03.F of this specification. Any other processes to be considered equal to those pre-approved shall meet the requirements specified in this specification or as otherwise noted.

At the time of manufacture, each lot of liner shall be inspected for defects and tested in accordance with applicable ASTM standards. At the time of delivery, the liner shall be homogeneous throughout, uniform in color, free of cracks, holes, foreign materials, blisters or deleterious faults.

For testing purposes, a production lot shall consist of all liners having the same marking number. It shall include any and all items produced during any given work shift and must be so identified as opposed to previous or ensuing production.

The Engineer may at any time direct the manufacturer to obtain compound samples and prepare test specimens in accordance with applicable ASTM standards.

The CIPP fiber felt tubing, including the polyurethane, polyethylene or poly-vinyl chloride covered felt and the thermosetting resin shall meet all applicable ASTM and manufacturer's standards.

A. Tube

1. The CIPP tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of Section 2.02 of this specification. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe and stretch to fit irregular pipe sections.
2. The wet out tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the design thickness.
3. The tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe to be rehabilitated as specified. Allowance for circumferential stretching during installation shall not exceed manufacturer's published or otherwise directed standards nor shall it allow for noncompliance with the minimum design wall thickness. Overlapped

layers of felt in longitudinal seams that cause objectionable lumps in the final product shall not be utilized.

4. The outside layer of the tube (before wet out) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wet out) procedure.
5. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.
6. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection equipment may be made.
7. Seams in the tube shall be stronger than the non-seamed felt.
8. The exterior surface of the tube to be inserted shall be marked to include the manufacturer's name or identifying symbol. The tubes must be manufactured in the U.S.

B. Resin

1. The resin system shall be a corrosion resistant isophthalic polyester, vinyl ester or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of section 2.02 of this specification, the physical properties herein and those which are to be utilized in the design of the CIPP for this project.
2. The resin shall produce CIPP that will comply with the structural and chemical resistance requirements of this specification and the intended application.
3. Any resin utilized for this project must be specified in the design furnished by the Contractor's professional engineer. This resin shall meet with the approval of the Engineer prior to incorporation into the work.

PART 3 – EXECUTION**3.01 Cleaning**

- A. Prior to installation of the liner, the Contractor shall clean the sewer to be lined. The Contractor shall be responsible for determining the extent of the cleaning during his jobsite examination. Cleaning operations shall result in virtually one hundred percent (100%) of the debris being removed. The Contractor shall clean the sewer with hydraulically propelled, high velocity jet or mechanically powered equipment. Selection of the equipment shall be based on the conditions of lines at the time work commences. The equipment and methods selected shall be satisfactory to Engineer and shall be capable of removing dirt, grease, rocks, sand and other material and obstructions from the sewer line.
- B. Heavy cleaning is herein defined as pipe sections that require debris removal of depths exceeding 25 percent of the pipe height and shall, as necessary, include the use of vacuum and other equipment.
- C. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment to prevent damage to the existing pipe.
- D. Debris disposal is the responsibility of the Contractor.
- E. A debris disposal manifest shall be provided indicating time and location of disposal.
- F. The Contractor shall ensure no solids are passed downstream to the next pipe section during the cleaning operation.

3.02 Pre-Installation Television Inspection

After cleaning the sewer segment, the Contractor shall internally inspect, via television inspection, the lateral connection to be lined. Personnel conducting the television inspection shall be experienced in operating a sewer televising digital camera and analyzing pipe conditions from the video image. Pipe defects shall be according to NAASSCO LACP descriptors and methodology.

- A. The Contractor shall record these CCTV inspections on DVD and shall include a verbal narrative noting:
 - 1. Date, time of day, type of existing pipe material, diameter of pipe and depth of flow.
 - 2. Sewer lateral number as well as the address being served by the lateral.
 - 3. Locations of obstructions, structural defects, joint deterioration, leakage or evidence thereof, and other abnormalities with respect to the sewer lateral condition.
 - 4. The distance from the centerline of the upstream manhole to each service lateral.
- B. The interior of the lateral shall be carefully inspected from the cleanout to the point of termination and by panning into the lateral from the main to determine the location and extent of any detectable structural failures. The location of any conditions which may prevent proper installation of CIPP into the pipelines shall be noted so that these conditions can be corrected.
- C. The camera utilized for closed circuit televising shall meet NASSCO LACP certification and shall be equipped with digital zoom and remote control devices to adjust the light intensity. The camera shall be equipped with an articulating lens to provide clear views of laterals and other items of importance. The camera shall have a minimum of 600 feet

of coaxial cable. The camera shall be able to transmit a continuous image to the television monitor as it is being pulled through the sewer segment.

- D. The Contractor shall present on DVD a continuous image of not less than ninety percent (90%) of the internal pipe circumference at all times. Maximum acceptable speed of camera through sewer pipe shall be thirty feet per minute (30 fpm).
- E. If any obstruction in the sewer segment, such as a protruding building lateral, prohibits the passage of the television camera, the Contractor shall attempt to inspect the remainder of the sewer segment by making a reverse setup at the next downstream manhole. All obstructions which prevent the passage of the television camera shall be immediately reported to the Engineer by Contractor referencing the location and nature of the obstruction.
- F. Should pre-lining CCTV inspections reveal the laterals to be in substantially different conditions than those stated in the design considerations, then Contractor shall report such condition to the Engineer immediately and shall not proceed without further direction from Engineer.
- G. The Contractor shall submit the pre-installation CCTV DVD to the Engineer.

3.03 Bypass Pumping

The Contractor, when required for proper installation of the liner, shall provide for the transfer of sewage flow around the section or sections of pipe designated for rehabilitation. The bypass shall be made by diversion of the flow at an existing upstream manhole and directing the flow around the section to be taken from service. Bypass lines and pumps, if necessary, shall be of adequate capacity and size to handle the flow. The proposed bypassing system shall be set up to allow adequate traffic flow to local businesses and residents. The proposed bypassing system shall be approved in advance by the Engineer.

3.04 Clearing Protruding Laterals and Obstructions

Based on the Contractor's and Resident Project Representative's review of the existing sewer pre-installation CCTV footage, it shall be determined if a protruding lateral or obstruction will need to be cleared. If the Contractor determines a protruding lateral or obstruction must be cleared prior to installation of the liner, it shall be the responsibility of the Contractor to clear the protruding lateral or obstruction utilizing robotic equipment, if possible.

If clearing a protruding lateral or obstruction is not possible by remote methods in the opinion of the Engineer, the Owner shall utilize its own forces to clear the protruding lateral utilizing a point repair by excavation.

3.05 Clearing Obstructions by Point Repair

If inspection reveals an obstruction cannot be removed by cleaning or remote methods, then the Owner shall utilize its own forces to make a point repair by excavation methods. The Owner shall be afforded up to seven (7) days to make such point repair. If after seven (7) days the Owner has not removed the obstruction, Contractor may skip that service lateral and move on to the next one.

3.06 Product Handling

The Contractor shall use all means necessary to protect sewer lining material during transportation, before, during and after installation and to protect the installed work and materials of all other trades.

In the event the liner material is damaged in the opinion of the Engineer or Resident Project Representative, the Contractor shall immediately make all repairs or replacements necessary to the approval of the Engineer, at no additional cost to the Owner.

3.07 CIPP Installation Procedure

No pipe shall be lined without prior notification to the Engineer or Resident Project Representative. Each liner shall be subject to inspection by the Engineer or Resident Project Representative immediately before it is installed and while being installed. Defective liners will be rejected and shall be removed from the site immediately. Contractor shall prevent forming of obstructions to flow during liner installation. If a flow obstruction is present in the finished liner, it shall be removed by the Contractor at no additional cost to the Owner.

The following are general steps required for installation of CIPP liner systems. Specific requirements for temperature, pressure and time shall be determined by the manufacturer.

A. Resin Impregnation and Tube Insertion

1. Contractor shall designate a location where the uncured resin in the original containers and the un-impregnated fiber felt tube will be impregnated prior to installation. The Contractor shall allow the Engineer and/or Resident Project Representative to inspect the materials and "wet out" procedure as desired. A resin and catalyst system compatible with the requirement of this method shall be used. The quantities of the liquid thermosetting materials shall be per manufacturer's standards to provide the lining thickness specified.
2. The wet out fiber felt tube shall be inserted through an existing manhole or other approved access. The manufacturer's standards shall be closely followed during the elevated curing temperatures so as not to over stress the felt fiber and cause damage or failure prior to cure.
3. CIPP installation shall be in accordance with the applicable standards listed in section 1.02, or as otherwise appropriate for the method proposed with the following modifications:
 - i. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process is desirable. The method of resin impregnation utilized must meet with the Engineer's approval. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Contractor uses an alternate method of resin impregnation, the method must produce the same or measurably better results. Any alternate resin impregnation method intended for use must first be proven to the satisfaction of the Engineer.
 - ii. Tube Insertion: The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant

ASTM standards. If pulled into place, a power winch or its approved equivalent should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing cleanout, main or approved access point and fully extend to the termination point.

B. Curing

1. After installation of the wet out felt tube is completed and any required calibration tube/insertion bladder is inserted, the Contractor shall supply a suitable heat source and recirculation equipment.
2. The equipment shall be capable of delivering the heat source to the far end of the pipe section per manufacturer's recommendations, to uniformly raise the temperature in the line section equal to or above the temperature required to affect a cure of the resin. This temperature shall be determined by the resin/catalyst system employed.
3. Curing shall be accomplished by utilizing a heat source of hot water, hot air or steam under positive pressure in accordance with the manufacturer's recommended cure schedule.
4. The heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat exchangers. Temperature in the pipeline during the cure period shall be as specifically designated by the manufacturer.
5. Initial cure shall be deemed to be completed when inspection of the exposed portions of CIPP appear to be hard and sound and the thermocouples indicate that an exotherm has occurred. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the CIPP process being used, during which time the recirculation of the heat source and cycling of the heat exchanger to maintain the temperature continues.

C. Cool Down

The Contractor shall cool the finished CIPP by the methods and to a temperature recommended by the resin manufacturer before relieving the normal pressure in the pipe. Care shall be taken in the release of the static head such that a vacuum will not be developed that could damage the newly installed cured-in-place piping.

D. Finish

The finished CIPP shall be continuous over the entire length of the insertion run and be as free as commercially practical from flow obstructions and significant defects, including those that will affect the integrity of strength of CIPP in the foreseeable future or warranty period. Any defects and flow obstructions present in the finished liner shall be repaired at the Contractor's expense and in a manner mutually agreed upon by Engineer and Contractor. Final cured thickness of the liner shall be at a minimum three millimeters (3 mm).

E. Sealing the Ends

If cured-in-place pipe fails to make a tight seal due to broken or misaligned pipe at the access points, the Contractor shall apply a seal at that point. The seal shall be of a resin mixture compatible with the CIPP and as acceptable to the resin manufacturer.

The water tightness of CIPP shall be gauged while curing and under positive pressure, or as otherwise directed by the Engineer.

3.08 Post-Installation Television Inspection

The Contractor shall televise the inside of the lined sewer segment from the cleanout to the point of termination and from inside of the sewer main by CCTV inspection after installation of the liner is completed. The post-installation CCTV inspection shall comply with the provision in Paragraph 3.02.

All defects discovered during the post installation television inspection shall be corrected by the Contractor before the work under the Contract will be considered for substantial completion. After the defects are corrected to the satisfaction of the Engineer, the sewer shall be CCTV inspected again at no additional cost to the Owner.

The post-installation television inspection DVD shall be submitted to the Engineer in sufficient time to allow the Engineer to review the video tape prior to any substantial completion milestone(s).

3.09 Clean-Up

The Contractor shall flush and clean the lined sewer section, if necessary, to remove all accumulated construction debris, rocks, gravel, sand, silt and other foreign material from the sewer system at or near the closest downstream manhole. Debris shall not be allowed to pass downstream. If it does, the Contractor shall clean the next sewer segment at no additional cost to the Owner.

The Contractor shall restore or replace all removed or damaged paving, curbing, sidewalks, gutters, shrubbery, fences, sod or other disturbed surfaces or structures in a condition equal to that before the work began, to the satisfaction of the Engineer, and shall furnish all labor and material incidental thereto.

After the installation has been completed and accepted, the Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor.

Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

3.10 Testing and Inspection

- A. Samples shall be prepared and tested in accordance with ASTM F1216, Section 8. This sampling shall be performed for every ten (10) CIPP sanitary sewer service laterals installed, or as otherwise directed by the Engineer.
- B. Pipe physical properties will be tested by a third-party Engineer-approved testing company in accordance with this specification, or as otherwise appropriate for the method proposed. The flexural properties must meet or exceed the greater of values listed in Section 2.02 of this specification, Table 1 of ASTM F1216 or the values submitted to the Engineer by the project's CIPP wall designer. Each testing report must clearly:

1. Indicate date and location of sample;
 2. Indicate date and type of test;
 3. State results;
 4. Certify compliance with Specifications.
- C. Wall thickness of samples shall be determined as described in ASTM F1216, or as otherwise approved by the Engineer. The minimum wall thickness at any point shall not be less than 87-1/2% of the submitted minimum design wall thickness as calculated in accordance with Section 2.02 of this specification.
- D. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6, or as otherwise necessary for the methods and products employed.

3.11 Warranty

The cured CIPP liner shall be watertight and continuous over its entire length up to and including the main line connection and shall be free from material defects in workmanship and materials. Any defects found, including non-watertightness, during the warranty period shall be repaired by the Contractor at no additional cost to the Owner.

+ + END OF CURED-IN-PLACE PIPE (CIPP) LINER
FOR SERVICE LATERAL LINE REHABILITATION + +

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-002

1. Solicitation identified: This Addendum No. 1 applies to the following procurement solicitation:

Sewer Lateral Rehabilitation Term Contract
Purchasing Office Solicitation No.: 2020-002

2. Notice to Bidders publication date: **May 30, 2019**
3. Date Project Manual posted on City's website: **May 31, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **June 22, 2019, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **June 26, 2019**
6. Bids submittal deadline and scheduled opening:
~~**July 2, 2019, 2:00 p.m. Central Time**~~
July 9, 2019, 2:00 p.m. Central Time
7. Tentative date of release of City's tabulation of bids received and notice of intent to award:
~~**August 9, 2019**~~
August 23, 2019
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid:
~~**August 27, 2019**~~
September 10, 2019

9. Addendum:

In reference to the City of Franklin's May 31, 2019 Purchasing Office Solicitation No. 2020-002 for Sewer Lateral Rehabilitation Term Contract, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce the City's responses to the questions that have been asked to date.

Please note that, by this Addendum No. 1, the submittal deadline and scheduled opening of all bids received is hereby postponed to:

July 9, 2019, 2:00 p.m. Central Time

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-002

Below are the questions asked to date and the City's responses thereto:

Q1: To date, has the City approved for bidding purposes any products not manufactured by one of the pre-approved manufacturers specifically identified in the City's project manual?

A1: No.

Q2: Is there a set of plans outlining where the 165 connection liners will be installed?

A2: There are not engineered drawings; see the maps attached to this Addendum No. 1 as Appendix A ("Jobsite Area Map") and Appendix B ("Jobsite-Specific Location Maps").

Q3: If there is not a set of plans, is there a list of addresses?

A3: See A2.

Q4: Are there any pipe reports or video available to view?

A4: Yes, a total of 52 videos, identified by manhole numbers shown on the map exhibits provided as Appendices A and B (see A2 above), are viewable at the following hyperlink:

https://www.youtube.com/watch?v=k8RgSnmdGII&list=PLFTfSjOM5hUCnU6znWIUblkacW2_ahm2s&index=2&t=0s.

Q5: What size mainlines will be associated with line item 5 & 6?

A5: Primarily 8" and 10" but some 6".

Q6: Will the connection liners be installed in unlined or lined mains?

A6: Both, as the City plans to have mainline lining to run ahead of lateral lining in these areas, but some schedule conflicts might prevent this.

Q7: Is a pre-bid meeting being held?

A7: No.

Q8: Would the contractor be responsible for bypass at the job site?

A8: Yes.

Q9: Would the contractor be responsible for traffic control at the job site?

A9: Yes.

Q10: Would the contractor be required to render services at the job site between dusk and dawn?

A10: Unless the job site involves state routes, the contractor would not be required to render services between dusk and dawn. For job sites involving state routes, as to

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2020-002

whether the contractor would be required to render services between dusk and dawn, the contractor would be required to follow TDOT requirements.

Q11: Is the email address on p. 14 of the project manual (p. 4 of the Instructions to Bidders), in subsection 7.01, correct as listed?

A11: No, that email address contained a typographical error; the correct address is purchasing@franklintn.gov.

Q12: Would it be possible to alter the following pay item (Pay Item 1) to a per-each item with minimum footages such as 15' in lieu of per LF? The reason for the change is to accurately cost out each lateral investigation. The cost is the same for launching and cleaning laterals that are 5' or 15'. If priced per LF the contractor would only cover the minimum footage cleaned to cover their respective cost thus providing a much higher unit price.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Lateral Preparatory Cleaning, Pre- & Post-CIPP Inspection	LF	2,200	\$	\$

A12: No.

10. Acknowledge addendum: Bidders shall acknowledge this addendum on their submitted Bid Form.

11. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

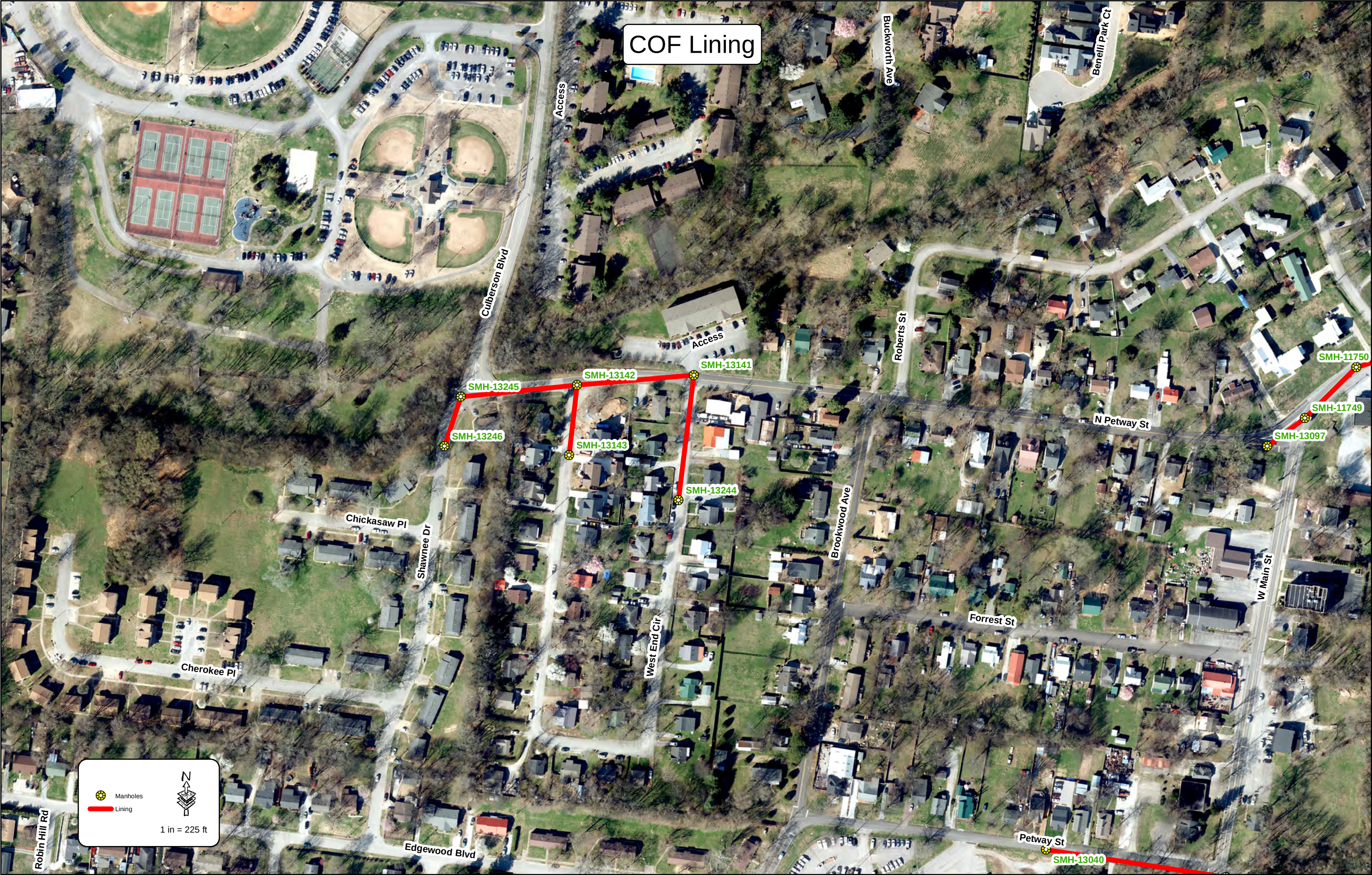
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

12. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

COF Lining







COF Lining

 Manholes

 Lining



1 in = 225 ft

COF Lining



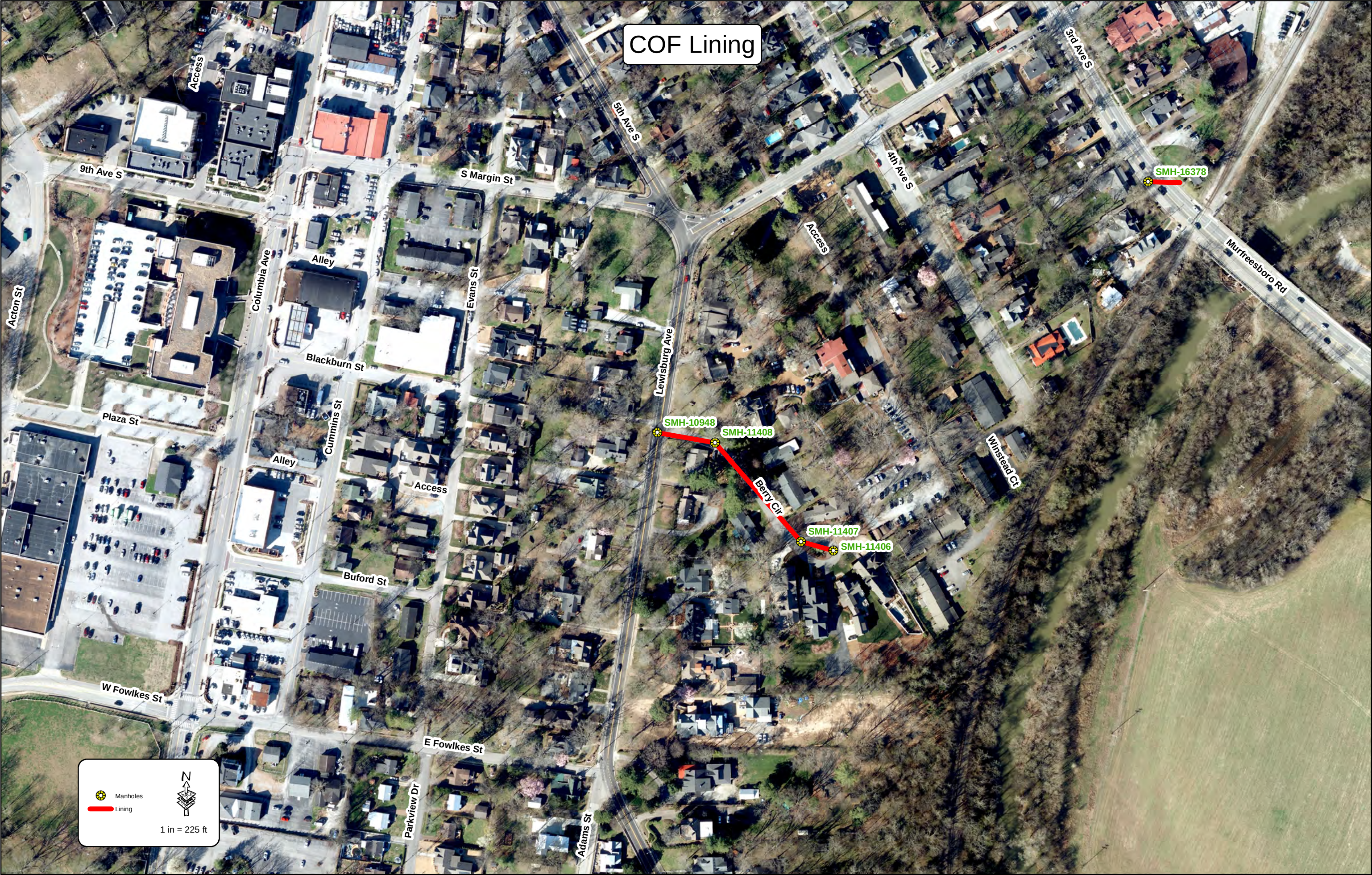


COF Lining

 Manholes

 Lining


1 in = 225 ft



COF Lining

SMH-16378

SMH-10948

SMH-11408

SMH-11407

SMH-11406

 Manholes

 Lining



1 in = 225 ft

COF Lining



 Manholes

 Lining



1 in = 225 ft



COF Lining

Old Nichol Mill Ln

Nichol Mill Ln

Mallory Ln

South Springs Dr

Galleria Blvd

Interstate 65 Hwy S

Interstate 65 Hwy N

Exit 68B

 Manholes

 Lining


1 in = 225 ft

COF Lining



Manholes

Lining

1 in = 225 ft



COF Lining

SMH-15120

SMH-11568

SMH-15147

Carothers Pkwy

Fulwood Dr

Dandridge Dr

Dandridge Dr

Upland Dr

Falcon Creek Dr

Melody Dr

Leaf Ct

Countrywood Dr

Oak Meadow Dr

Interstate 65 Hwy S
Interstate 65 Hwy N

Pebblecreek Rd

Creekstone Blvd

Loston Ct

Morte Bella Pl

Delacy Ct

Nancy Ct

Manholes

Lining



1 in = 225 ft





COF Lining

SMH-17472



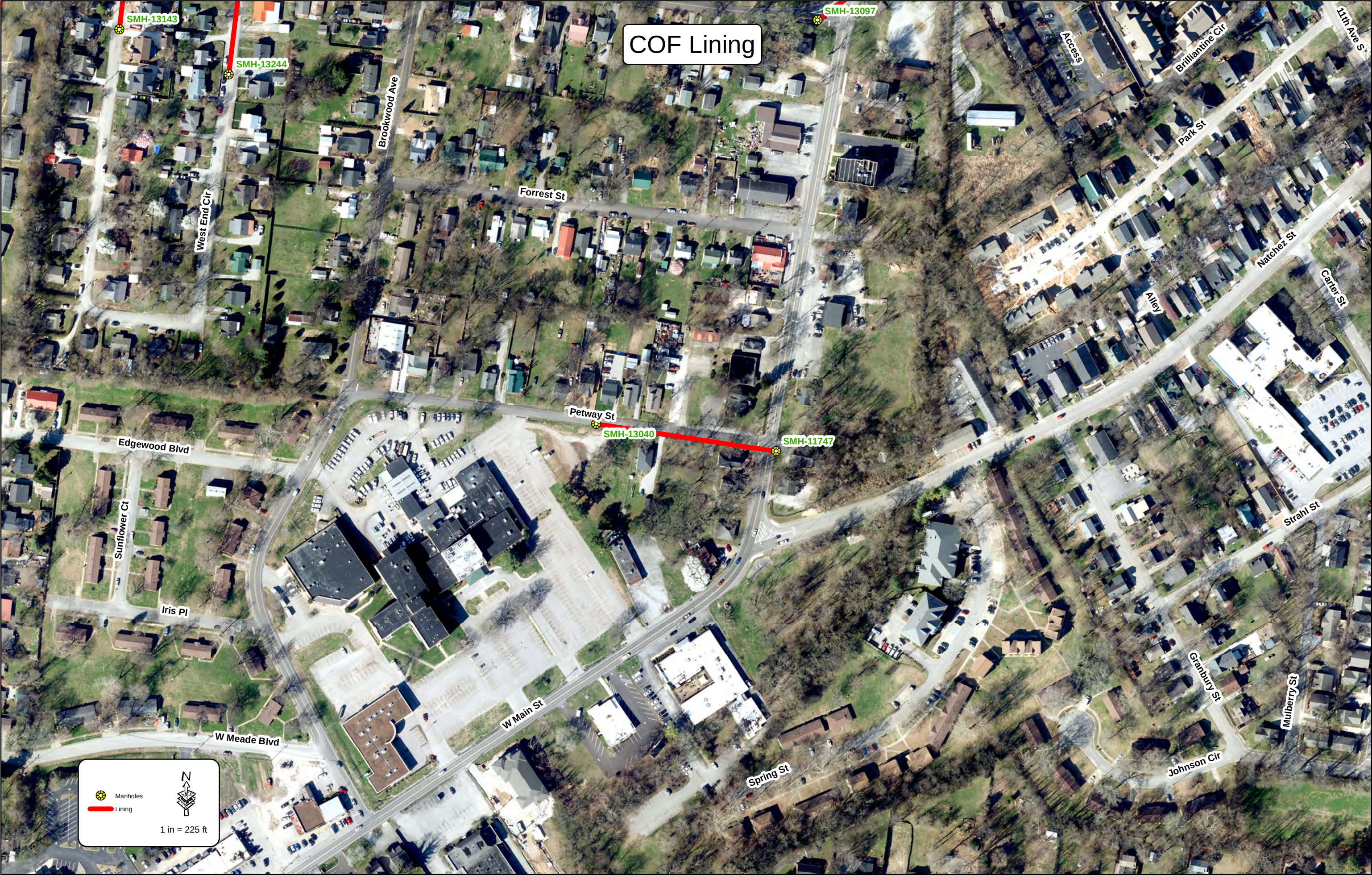
COF Lining

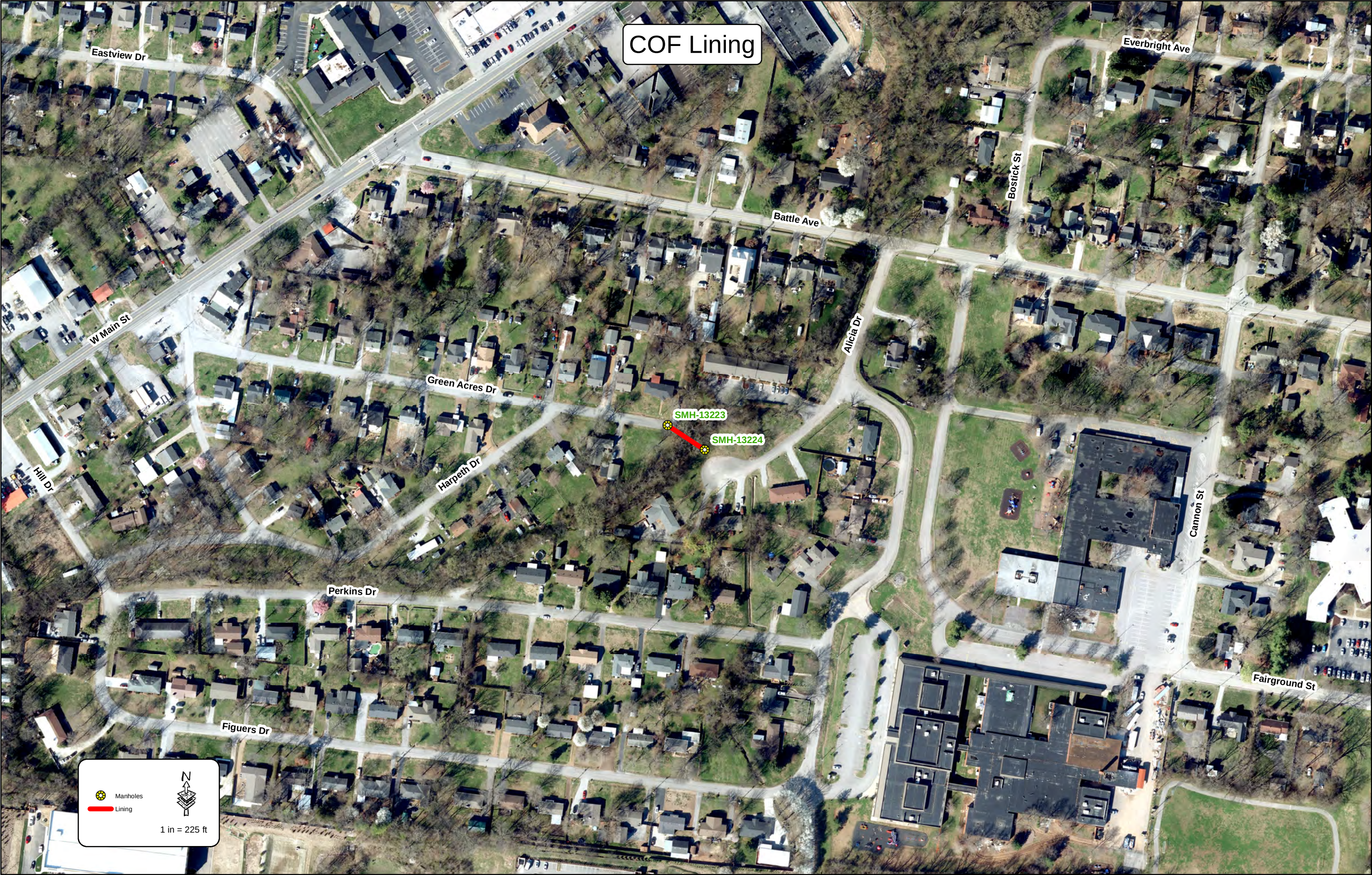
 Manholes

 Lining


1 in = 225 ft







COF Lining

 Manholes

 Lining


N

1 in = 225 ft

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2020-002

1. Solicitation identified: This Addendum No. 2 applies to the following procurement solicitation:

Sewer Lateral Rehabilitation Term Contract

Purchasing Office Solicitation No.: 2020-002

2. Notice to Bidders publication date: **May 30, 2019**
3. Date Project Manual posted on City's website: **May 31, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **June 22, 2019, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **June 26, 2019**
6. Addendum No. 2 release date: **July 5, 2019**
7. Bids submittal deadline and scheduled opening: **July 9, 2019, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **August 23, 2019**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **September 10, 2019**

10. Addendum:

In reference to the City of Franklin's May 31, 2019 Purchasing Office Solicitation No. 2020-002 for Sewer Lateral Rehabilitation Term Contract, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 2 is to announce the City's responses to additional questions asked prior to the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation but which were inadvertently omitted by the City.

Please note that, by Addendum No. 1, the submittal deadline and scheduled opening of all bids received was postponed to:

July 9, 2019, 2:00 p.m. Central Time

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2020-002

Below are the additional questions asked prior to the deadline for questions and the City's responses thereto:

Q1: Will cleanouts be on the services or will "blind shots" be required?

A1: The City will provide cleanouts on the services. No blind shots are anticipated.

Q2: Do you have a range in the size of the host pipes we can anticipate?

A2: Primarily 8" and 10" but some 6".

Q3: Will these laterals be in lined or unlined pipe?

A3: The City plans to issue work orders for lateral work into areas where the City has just lined the main line. The majority should be in lined pipe. There will be instances where unlined pipe could come up but the City does not anticipate a significant amount.

Q4: Will permits / fee's be required from the city to perform this work?

A4: No permits or fees will be required. However, a \$1,000 deposit per hydrant meter will be required of the contractor for any water supplied from Franklin's water system.

11. Acknowledge addendum: Bidders shall acknowledge this addendum on their submitted Bid Form.

12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079

13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Franklin Purchasing Office
109 Third Avenue South
Franklin, TN 37064

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	06/26/19
2	07/05/19

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations, if any, and tests of subsurface conditions at or adjacent to the Site, if any, and all drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental

Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and Site-related reports and drawings identified in the Bidding Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Lateral Preparatory Cleaning, Pre- & Post-CIPP Inspection	LF	2,200	\$ 8.50	\$ 18,700.00
2	Lateral Heavy Cleaning Services	HRS	10	\$ 90.00	\$ 900.00
3	Repair of incomplete lateral openings in CIPP main sewer lining	EA	10	\$ 525.00	\$ 5,250.00
4	Internal Hammer Tap Removal	EA	10	\$ 300.00	\$ 3,000.00
5	4" or 6" Diameter x 3.0 mm CIPP service connection/tee lateral installation with up to 2 LF lateral lining	EA	15	\$ 1,750.00	\$ 26,250.00
6	4" or 6" Diameter x 3.0 mm CIPP service connection/tee lateral installation with greater than 2 LF and up to 25 LF lateral lining	EA	150	\$ 2,550.00	\$ 382,500.00
7	Additional footage of 4" or 6" Diameter x 3.0 mm CIPP lateral lining greater than 25 LF	LF	500	\$ 20.00	\$ 10,000.00
Contractor to select the CIPP lateral lining proposed by circling the product name: BLD "Service Connection Seal + Lateral" by BLD Services, LLC T-Liner® by LMK Technologies, Inc.					
8	Bypass Pumping Flow > 400 GPM	HRS	10	\$ 90.00	\$ 900.00
9	Allowance for Third Party Testing as Directed by Engineer				\$ 5,000.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

TOTAL BID PRICE, EQUAL TO THE SUM OF ITEMS 1 THROUGH 9, IS IN THE AMOUNT OF

\$ 452,500.00

(words)

FOUR HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED AND NO CENTS DOLLARS

(words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Section C-00300 State Contractor License Information Form;
 - D. Section C-00451 Statement of Bidder's Qualifications with supporting data, if required;
 - E. Section C-00452 Contractor Safety Information and Acknowledgement of Receipt of Contractor Safety Program;
 - F. Section C-00453 Conflict of Interest Statement;
 - G. Section C-00454 Drug-Free Workplace Affidavit;
 - H. Section C-00455 Contractor's Attestation Regarding Illegal Immigrants or Aliens;
 - I. Section C-00456 Iran Divestment Act Certification;

- J. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

BLD SERVICES, LLC

By:

[Signature]

[Printed Name]

JACOB TRAPANI / VICE PRESIDENT

(If Bidder is a corporation, a limited liability company, a partnership or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed Name]

BETH PIEDISCALZO

Title:

EXECUTIVE ADMINISTRATOR

Submittal Date:

07/09/19

Address for Giving Notices:

2424 TYLER STREET

KENNER, LA 70062

Telephone Number:

504-466-1344

Fax Number:

504-461-5971

Contact Name and E-Mail Address:

JACOB TRAPANI / jacob@bldllc.net

Bidder's License No.:

61980

++ END OF BID FORM ++

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

BLD SERVICES, LLC

By:

[Signature]

[Printed Name]

JACOB TRAPANI / VICE PRESIDENT

[If Bidder is a corporation, a limited liability company, a partnership or a joint venture, attach evidence of authority to sign.]

Attest:

[Signature]

[Printed Name]

BETH PIEDISCALZO

Title:

EXECUTIVE ADMINISTRATOR

Submittal Date:

07/09/19

Address for Giving Notices:

2424 TYLER STREET

KENNER, LA 70062

Telephone Number:

504-466-1344

Fax Number:

504-461-5971

Contact Name and E-Mail Address:

JACOB TRAPANI / jacob@bldllc.net

Bidder's License No.:

61980

++ END OF BID FORM ++

CONTRACTOR SAFETY INFORMATION

PURPOSE: The purpose of this questionnaire is to provide the City of Franklin with necessary information about your company's safety program and performance. All items must be completed.

Company Name: BLD SERVICES, LLC

Address: 2424 TYLER STREET, KENNER, LA 70062

Safety Director: CLIFF FRANCOIS Phone #: 504-466-1344
(Person responsible for safety)

Email: cliff@bldllc.net

1) Accident/Injury Experience

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- i) Number of recordable injuries/illnesses 7
- ii) Number of restricted work days 16
- iii) Number of lost work days 69
- iv) Number of fatalities 0
- v) Employee hours worked last year 494,249
- vi) Number of injuries/illnesses requiring hospitalization 1

2) Safety Program

- i) Does your company have a written safety program?
Yes X No _____
- ii) Is the program revised/updated annually?
Yes X No _____
- iii) Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices?
Yes X No _____
- iv) Do you have a new hire orientation program pertaining to safety training?
Yes X No _____

- v) Does it include any training on the following? (If your company has a handbook, please submit a copy).

Yes ☒ No ☐

Head Protection
Eye Protection
Hearing Protection
Respiratory Protection
Fall Protection
Scaffolding
Housekeeping
Fire Protection
Confined Space Entry

Emergency Procedures
Hazardous Substances
Trench & Evacuation
Barricades
Electrical Safety
Rigging & Crane Safety
Hand & Power Tool Safety
Hand Protection
Others

- vi) Do you have a foreman safety training program?

Yes ☒ No ☐ If yes, please include an outline.

- vii) Do you conduct regular safety meetings? Yes ☒ No ☐

- viii) How often? WEEKLY Are records kept? Yes ☒ No ☐

- ix) Do you generate accident investigation reports? Yes ☒ No ☐

- x) Do you perform project safety inspections?

Yes ☒ No ☐

Who conducts them? Name ROLAND HELMS

Job Title SAFETY TRAINER

How often? QUARTERLY

3) Lockout/Tagout

Does the work that you are submitting a bid for, involve any "Lockout/Tagout" situations?

Yes ☒ No ☐

If yes, please submit a copy of your written Lockout/Tagout procedures.

4) Hazard Communication

Does the work that you are submitting a bid for, involve the use of any "Hazardous Substances"?

Yes ☒ No ☐

If yes, please submit a copy of your written hazard communication program and material safety data sheets for any hazardous substance that you will be using in your work.

5) Confined Spaces

Does the work you are bidding involve working in a "Confined Space"?

Yes ☒ No ☐

If yes, include your work plan, copies of training certification of the pertinent employees, entry permit and who will be in the confined space permit-required.

6) Elevated Work and Fall Protection

Does the work that you are submitting a bid for, involve any "Elevated Work"?

Yes ☐ No ☒

If yes, please submit a copy of your fall protection and elevated work rules policy.

7) Powered Industrial Vehicles

Does the work that you are submitting a bid for, involve the use of any powered industrial vehicles? (i.e., fork trucks, highlifts, etc.)

Yes ☒ No ☐

Have designated people been trained on such?

Yes ☒ No ☐

8) Respiratory Compliance

Does your company have a written respiratory program or policy?

Yes ☒ No ☐

Have employees been fit tested quantitatively or qualitatively?

Yes ☒ No ☐

Do you have established medical surveillance procedures?

Yes X No _____

What type of respiratory training has your employee had?

TUTORIALS & SAFETY MEETINGS

What type of respiratory equipment are they permitted to wear?

PAPR

9) Key Personnel

List the key onsite people you would use for this project.

Name: KREG BUTLER

Title: SUPERINTENDENT

Name: TYRONE WALLS

Title: SUPERINTENDENT

For City Use Only

Recommendations:			
Comments:			
Authorization			
Approved:	*YES	NO	

*Further detailed on attachment: YES _____ NO _____

I certify that I have conducted a review of the information contained in this questionnaire and approved the contractor for the above described work.

Name:			
Title:			
Signature:			
Date:		Time:	

**CONTRACTOR / CONSULTANT / SERVICE PROVIDER ACKNOWLEDGEMENT OF RECEIPT OF
CITY OF FRANKLIN CONTRACTOR SAFETY PROGRAM**

Contractor/Firm/Business Name: BLD SERVICES, LLC

Contractor's Authorized Safety Representative: CLIFF FRANCOIS

Contractor/Firm/Business' Authorized Agent: JACOB TRAPANI / VICE PRESIDENT
(Printed Name)

I acknowledge receipt of and agree to comply with the City of Franklin's Contractor Safety Program. I will also make employees and subcontractors aware of City's safety expectations and requirements.

I understand that any accidents, injuries or property damage will be reported to the City Health and Safety Manager within three (3) days.

I also understand that any questions regarding the program can be directed to the contracting department head and/or the City Health & Safety Manager.

I certify that all personnel conducting work have been trained in accordance with Occupational Safety and Health Administration regulation: 29 Code of Federal Regulations §1910/1926.

Contractor/Firm/Business' Authorized Agent: 
(Signature)
JACOB TRAPANI / VICE PRESIDENT

Date: 07/08/19

SECTION C-00453

CONFLICT OF INTEREST STATEMENT

Contractor/Firm/Business Name:

BLD SERVICES, LLC

Contractor/Firm/Business' Authorized Agent:

JACOB TRAPANI / VICE PRESIDENT

(Printed Name)

I hereby certify that this bid/proposal is submitted in conformance with the City of Franklin's conflict of interest restrictions. No employee of the City of Franklin, officer, agent, any member of an employee's family or his or her partner has any financial interest or a tangible personal benefit in the profit of any contract, service or other work performed as a result of my submission of this bid/proposal. A conflict of interest would also arise when the parties indicated herein are employed or about to be employed by the person or company submitting this bid/proposal. Additionally, no party indicated herein has an indirect interest in the contract, which is the subject of this bid/proposal*.

In the event I am providing a service** to the City of Franklin, I certify that I have no conflict of interest relating to the service to be provided pursuant to this Request for Proposals (RFP) or Request for Qualifications (RFQ). A conflict of interest would arise when the party to be contracted with has any interest, financial or otherwise, in the performance of the work. Should the City be made aware of a conflict of interest prior to or during the performance of the work/project, the City reserves the right to terminate the contract with the service vendor.

Therefore, the undersigned (corporation, partnership, limited liability company, or other business organization or individual) has no conflict of interest, or potential conflict of interest in connection with this proposal or in connection with any contract executed or to be executed, concerning or with response to this RFP/RFQ for this project/work.

* **"Indirect Interest"** means any contract in which an employee has no direct interest however a spouse or relative has an interest in the contract. *A conflict of interest exists if a spouse or relative commingle their assets.* Examples of commingling assets include sharing a joint-checking account or jointly owned property together with a company or person doing business with the City of Franklin.

** **"Service Vendors"** include but are not limited to: architects, engineers, appraisers, surveyors, accountants, etc.

Contractor/Firm/Business' Authorized Agent:


(Signature)
JACOB TRAPANI / VICE PRESIDENT

Date: 07/08/19

SECTION C-00454

DRUG-FREE WORKPLACE AFFIDAVIT

Contractor/Firm/Business Name:

BLD SERVICES, LLC

Contractor/Firm/Business' Authorized Agent:

JACOB TRAPANI / VICE PRESIDENT

(Printed Name)

(Check applicable box)

- ☒ I hereby state that, as an employer, I have adopted a Drug-Free Workplace policy, which meets the criteria set forth by the Tennessee Department of Labor and Workforce Development and at a minimum the requirements of the City of Franklin's Drug-Free Workplace program, which includes pre-employment drug testing, reasonable suspicion drug testing and, when applicable, compliance with the U.S. Department of Transportation Procedures for Transportation Workplace Drug Testing Programs as specified in Title 49 of the Code of Federal Regulations (CFR) Part 40 and Title 49 CFR Part 199.

Said Drug-Free Workplace program is in compliance with the Tennessee Drug-Free Workplace Act, Tennessee Code Annotated §50-9-101 *et sequentia*.

- ☐ I hereby state that I employ less than five (5) employees, and I am not required to submit the Drug-Free Workplace Affidavit.

Contractor/Firm/Business' Authorized Agent:


(Signature)
JACOB TRAPANI / VICE PRESIDENT

Date: 07/08/19

SECTION C-00455

CONTRACTOR'S ATTESTATION REGARDING ILLEGAL IMMIGRANTS or ALIENS

Contractor/Firm/Business Name: BLD SERVICES, LLC

Contractor/Firm/Business' Authorized Agent: JACOB TRAPANI / VICE PRESIDENT
(Printed Name)

Pursuant to Tennessee Code Annotated §12-3-309, and Section 6-105 of the Official Code of the City of Franklin, I (we), the Contractor identified above, hereby attest, certify, warrant and assure that I (we) will not knowingly utilize the services of any illegal immigrant or alien in the performance of this Contract, and will not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant or alien in the performance of this Contract.

Contractor/Firm/Business' Authorized Agent: 
(Signature)
JACOB TRAPANI / VICE PRESIDENT

Date: 07/08/19

SECTION C-00456

IRAN DIVESTMENT ACT CERTIFICATION

Contractor/Firm/Business Name:

BLD SERVICES, LLC

Contractor/Firm/Business' Authorized Agent:

JACOB TRAPANI / VICE PRESIDENT

(Printed Name)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated §12-12-106 in reference to the Iran Divestment Act.

This act prohibits a person identified on the list from contracting with a local government and makes any contract entered into void. The State of Tennessee list can be found at:
<http://tennessee.gov/generalservices/article/Public-Information-library>.

The undersigned hereby certifies that he or she is authorized by the bidder to certify that his/her company is not on the list.

Contractor/Firm/Business' Authorized Agent:


(Signature)
JACOB TRAPANI / VICE PRESIDENT

Date: **07/08/19**

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0314)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Polydyne, Inc. of Riceboro, Georgia ("SUPPLIER"), who mutually agree as follows:

1. CITY issued (a) on August 16, 2019 Purchasing Office Solicitation No. 2020-007, a procurement solicitation for bids for supply and delivery of sludge polymer for wastewater sludge dewatering, (b) on August 22, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2020-007, and (c) on October 3, 2019 Addendum No. 2 to Purchasing Office Solicitation No. 2020-007 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, SUPPLIER submitted a bid dated October 8, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SUPPLIER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. SUPPLIER has, subsequent to SUBMITTAL, submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by SUPPLIER and the acceptance by CITY of all of the products and/or services ordered from SUPPLIER, pursuant to this AGREEMENT, then SUPPLIER shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. SUPPLIER agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SUPPLIER may not subcontract any service component of the award except as is indicated in SUBMITTAL.

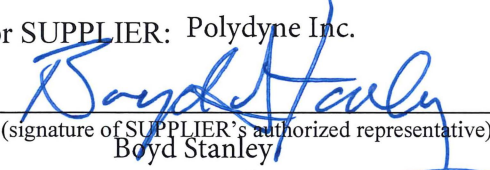
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0314)

8. SUPPLIER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SUPPLIER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on November 26, 2019 to SUPPLIER the purchase of the supply and delivery of sludge polymer for wastewater sludge dewatering pursuant to SOLICITATION and SUBMITTAL.
10. Products shall be delivered to the satisfaction of CITY by within fifteen (15) CITY business days after receipt of order unless a later delivery has been authorized in writing by CITY. Failure by SUPPLIER to meet the delivery schedule shall constitute grounds for CITY to cancel order and/or consider SUPPLIER to be in breach of contract.
11. The term of award shall commence upon execution of this AGREEMENT (the effective date of this AGREEMENT) and shall expire upon CITY notifying SUPPLIER that CITY no longer has need to purchase the bid product pursuant to this procurement solicitation when the belt-press sludge dewatering methodology currently in use is discontinued. No options to extend the term of award are anticipated by this AGREEMENT.
12. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SUPPLIER: Polydyne Inc.


(signature of SUPPLIER's authorized representative)

Boyd Stanley

TITLE: Vice-President

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Maricruz R. Fincher, Staff Attorney for CITY

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0314)

Attachment No. 1

Excerpts from SUBMITTAL

Revised* Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-007

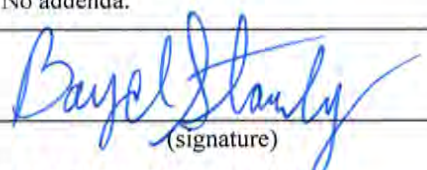
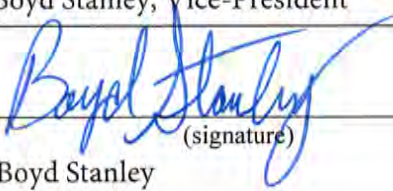
Bidder's name, street address, and mailing address (if different):	<u>Polydyne Inc.</u> <u>1 Chemical Plant Road</u> <u>Riceboro, GA 31323</u>
Bidder's contact person's name (printed), title, telephone number and e-mail address:	<u>Boyd Stanley, Vice-President</u> <u>PH: (912) 880-2035</u> <u>EM: PolyDidDpt@snfhc.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Manufacturer of bid chemical:	<u>Polydyne Inc.</u>
Product name of bid chemical:	<u>CLARIFLOC CE-2164</u>
Bid chemical manufacturer's URL for the current safety data sheet (SDS) for the bid chemical:	<u>https://www.snf.us/safety-health-environment/product-safety-data-sheets-sds/</u>
Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid chemical, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. pound of bid chemical (should match "Polymer Cost/Pound" as listed in Appendix A):	\$ <u>1.260</u> per U.S. pound
Quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target (minimum of 16% solids) per U.S. ton of dewatered sludge¹ (should match "lbs. of polymer per dry ton of sludge" as listed in Appendix A):	<u>9.5</u> pounds per U.S. ton
Total all-inclusive quoted bid price for supply, delivery and unloading or offloading of the bid chemical, and removal of any sludge polymer totes identified by the City as ready for removal, per U.S. ton of dewatered sludge (should match "Dollars/Dry Ton" as listed in Appendix A):	\$ <u>11.97</u> per U.S. ton
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____

¹ As determined by pre-bid bench testing and belt-press solids analysis conducted at the City's Water Reclamation Facility.

Revised* Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-007

Bidder's name:	Polydyne Inc.
Estimated time of delivery (not to exceed 15 City business days after receipt of order):	15 City business days after receipt of order.
Last date (no sooner than December 31, 2019) that bid and associated pricing is valid and may be accepted by the City:	December 31, 2019
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Appendix A, completed by the bidder. - Description of any goods, products, items, software, hardware and/or services included in the bid. - City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; - Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; - Contact information for required references (see Instructions for Bidders); - City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; - Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. 1. ☒ Addenda Nos. 1 through <u>2</u> ☐ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature) Boyd Stanley, Vice-President
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature) Boyd Stanley
Title of bidder's authorized representative:	Vice-President
Date of signatures:	10/8/2019

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

supply and delivery of sludge polymer for wastewater sludge dewatering

Purchasing Office Solicitation No.: 2020-007

2. Notice to Bidders publication date: **August 15, 2019**
3. Solicitation release date: **August 16, 2019**
4. Mandatory pre-bid bench testing:
- Primary date (to be used unless 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding): **August 28, 2019, 10:30 a.m. Central Time**
 - First alternate date (to be used only if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding the primary date): **August 29, 2019, 10:30 a.m. Central Time**
 - Second alternate date (to be used only if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the calendar day preceding both the primary date and the first alternate date): **August 30, 2019, 10:30 a.m. Central Time**
5. Mandatory belt-press testing: **to be conducted by appointment made in advance for any Wednesday, Thursday or Friday during September 2019 at 7:00 a.m. or 11:00 a.m. Central Time**
6. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **October 1, 2019, 2:00 p.m. Central Time**
7. Bids submittal deadline and scheduled opening: **October 10, 2019, 2:00 p.m. Central Time**

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **November 8, 2019**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **November 26, 2019**
10. Target effective date for term of award: **on or about January 1, 2020**
11. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the responsive bid that would result in the lowest cost to the City for sludge polymer to be used by the City to produce dewatered wastewater sludge, all as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
12. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

13. General terms and conditions:

- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
- b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms: As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

- i. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace: The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

14. Detailed specifications: Please note:

- Bidders shall provide in or with their bid a detailed description of any goods, products, items, software and/or hardware included in their bid, as well as the bid services to be rendered.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

14.1. C The City currently utilizes approximately two (2) 275-gallon IBC totes per month of sludge polymer and mechanical belt presses to dewater biosolid sludge produced by the sewerage treatment process at the City’s Water Reclamation Facility. The dewatered sludge is hauled by transporters and landfilled. The City is currently under contract for, and work has commenced on, the City’s Water Reclamation Facility Expansion Project which includes replacing the belt-press sludge dewatering methodology currently in use. The new sludge dewatering methodology is projected to come on line during calendar year 2022. The City expects the belt-press sludge dewatering methodology currently in use to remain operational until the new sludge dewatering methodology comes on line. This City procurement solicitation no. 2020-007 pertains only to the belt-press sludge dewatering methodology currently in use and does not pertain to any other sludge dewatering methodology the City may utilize in the future.

14.2. C The City intends for the Water Management Department to use sludge polymer for wastewater sludge dewatering in the operation of the City’s Water Reclamation Facility. Chemical as bid shall be designed and manufactured according to industry standards for this intended use.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

14.3. C The City's sludge dewatering target is to produce a sludge "cake" that consists of 16% solids after being processed through the belt filter presses.

14.4. C The following is a table of actual and projected annual quantities of dewatered sludge production with the current process at the Water Reclamation Facility, by calendar year:

	CY2017 (actual)	CY2018 (actual)	CY2019 (projected)	CY2020 (projected)	CY2021 (projected)	CY2022 (projected)	CY2023 (projected)
U.S. tons of Dewatered sludge	14,045	13,735	14,332*	14,475*	14,620*	14,766*	14,914*

*These figures are based on the belt-press sludge dewatering methodology currently in use. This methodology is scheduled to be discontinued during calendar year 2022.

14.5. C Bidders are advised and cautioned that the projected quantities of sludge produced at the Water Reclamation Facility indicated above are estimations only and do not represent guaranteed minimums or maximums.

14.6. C Sludge polymer shall be in liquid form.

14.7. C For the quantity of the bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target of 16 percent noted above, the bidder shall price the bid polymer in U.S. dollars per U.S. pound of polymer. Appendix A as attached to the Bid Submittal Form shall be completed by each bidder. This table shall include the data from the results of the belt-press solids analysis.

14.8. C The monetary value of each bid shall be measured in U.S. dollars per year and shall be calculated from (a) the bid unit pricing of bid polymer and (b) the quantity of bid polymer necessary for the City to achieve the City's wastewater sludge dewatering target using the estimated dewatered sludge production at the Water Reclamation Facility for calendar year 2021 as listed in the above actual and projected sludge production table.

14.9. C The quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target of 16% minimum shall be determined by pre-bid bench testing (to be performed by the potential bidder) and belt-press solids analysis (to be performed by the City) conducted at the City's Water Reclamation Facility.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

- 14.10. C Pre-bid bench testing will be performed by the potential bidder. The pre-dewatered sludge sample will be obtained and provided by City staff for each bidder. Belt-press solids analysis shall be conducted with the Water Reclamation Facility sludge belt-press speed set at 3.0 feet per minute and the sludge qualifier pump speed set at 85.0%. The sludge polymer feed rate shall be determined by the potential bidder and shall be the minimum necessary for the City to achieve the City's wastewater sludge dewatering target of 16% minimum.
- 14.11. C Pre-bid bench testing and belt-press solids analysis is required of all potential bidders and shall be performed for each sludge polymer product to be bid. Any potential bidder submitting a bid who does not complete both the pre-bid bench testing and belt-press solids analysis as specified will not be considered for award.
- 14.12. C Pre-bid bench testing and belt-press solids analysis shall be performed in accordance with the schedule listed on p. 1 of these Specifications.
- 14.13. C Both pre-bid bench testing and belt-press testing appointments will need to be rescheduled if 1.00 or more inches of rainfall is recorded at the Water Reclamation Facility during the preceding calendar day.
- 14.14. C The City will provide the sludge flow to the sampling point where the City will obtain the pre-dewatered sludge sample for each bidder.
- 14.15. C The City will provide to the bidder the solids feed concentration percentage.
- 14.16. C No more than five (5) sludge polymer products per potential bidder may be tested and analyzed at the pre-bid bench test.
- 14.17. C The City will provide the solids concentration percentage and the sludge flow feed rate to all potential bidders at the pre-bid bench testing date.
- 14.18. C The sludge belt-press testing shall be scheduled by potential bidders with the City Water Reclamation Facility after the pre-bid bench testing.
- 14.19. C No more than two (2) sludge polymer products per potential bidder may be tested and analyzed during the sludge belt-press testing appointment, and no more than one (1) sludge belt-press testing appointment per potential bidder.
- 14.20. C All testing supplies shall be furnished by the potential bidder at no cost to or inconvenience incurred by the City.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

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| 14.21. | <u>C</u> | Immediately prior to the belt-press solids analysis, the City shall flush the sludge polymer mixing chamber and supply lines. Such flushing shall be performed in the presence of the potential bidder's representative. |
| 14.22. | <u>C</u> | Removal and proper off-site disposal of any unused sludge polymer after the pre-bid bench testing and belt-press solids analysis is the exclusive responsibility of the potential bidder. |
| 14.23. | <u>C</u> | Additional bench testing and belt-press solids analysis may be required before or after the bid is awarded, upon request of the City. Any required additional testing shall be provided by the bidder at no additional cost to the City. |
| 14.24. | <u>C</u> | If at any time after the bid has been awarded the City is unable to achieve its wastewater sludge dewatering target with a quantity of the bid sludge polymer equal to or less than the quantity of bid chemical necessary for the City to achieve the City's wastewater sludge dewatering target per U.S. ton of dewatered sludge as indicated by the pre-bid bench testing and belt-press solids analysis, then the City may choose to cancel the bid award immediately. |
| 14.25. | <u>C</u> | The bid unit pricing shall be all-inclusive, specifically including supply, delivery and unloading or offloading of the bid chemical, and specifically including removal of any sludge polymer containers identified by the City as ready for removal. City hereby specifically rejects any other fee or surcharge. Examples of such rejected other fees or surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to the bidder's cost of doing business and/or product supply and delivery, such as any example listed above, shall be absorbed by the bidder and shall not be subject to direct pass-through to the City. |
| 14.26. | <u>C</u> | Invoices shall itemize dates and quantities of bid chemical delivered, such quantities to be measured in U.S. pounds. |
| 14.27. | | Deliveries and removals: |
| 14.27.1. | <u>C</u> | Material may not ship until after receipt of order from the City. Order is not to be placed by the City until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award. |
| 14.27.2. | <u>C</u> | Sludge polymer shall be delivered in IBC totes with a volume capacity of 275 U.S. gallons. |
| 14.27.3. | <u>C</u> | Deliveries shall be made to the City's Water Reclamation Facility, 135 Claude Yates Drive, Franklin, Tennessee 37064. |

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

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| 14.27.4. | <u> C </u> | Deliveries shall be made within fifteen (15) City business days after receipt of order unless a later delivery / rendering has been authorized in writing by the City. |
| 14.27.5. | <u> C </u> | Failure by bidder awarded the purchase to meet the delivery / rendering schedule shall constitute grounds for the City to cancel order and/or consider bidder awarded the purchase to be in breach of contract. |
| 14.27.6. | <u> C </u> | The bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order. |
| 14.27.7. | <u> C </u> | Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City. |
| 14.27.8. | <u> C </u> | The City shall order sludge polymer in quantities of at least two (2) but not more than six (6) totes per order, with most and possibly all orders being for two (2) totes per order. |
| 14.27.9. | <u> C </u> | The bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above. |
| 14.27.10. | <u> C </u> | For each sludge polymer tote delivered to the Water Reclamation Facility, the bidder awarded the purchase shall, at the time of delivery, provide documentation of the date of delivery and the product name, quantity and chemical analysis of the delivered product. |
| 14.27.11. | <u> C </u> | The bidder awarded the purchase shall, at no additional charge, remove from the Water Reclamation Facility and the City's possession any sludge polymer totes that have been identified by the City as ready for removal, provided those totes (a) were previously delivered to the City's Water Reclamation Facility by that bidder and (b) contained sludge polymer when they were so delivered. |
| 14.27.12. | <u> C </u> | The service of removing sludge polymer totes that have been identified by the City as ready for removal shall be rendered within twenty (20) City business days of when the City notifies the bidder awarded the purchase of a minimum of eight (8) sludge polymer totes being ready for removal. |

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

- 14.27.13. C The bidder awarded the purchase shall provide the labor and equipment necessary to unload or offload the bid chemical, at an outdoor location designated by the City and accessible by either a straight truck (vehicle which carries cargo in a body mounted to its chassis) or a standard sized tractor-trailer combination, and to load any sludge polymer totes identified by the City as ready for removal, also at an outdoor location designated by the City and accessible by either a straight truck or a tractor-trailer combination, all in a manner (a) consistent with best practices for shipping and receiving of both the bid chemical in the type of container specified by the City as well as sludge polymer totes that are being removed at the direction of the City, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the chemical and the container, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 14.27.14. C The City shall position the delivered sludge polymer totes after unloading or offloading by the bidder awarded the purchase.
- 14.28. Term of award:
- 14.28.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of a duration to be determined but expected to be between two and three years, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties. The City is targeting an effective date of approximately January 1, 2020.
- 14.28.2. C No options to extend the term of award are anticipated by this procurement solicitation.
- 14.28.3. C During the term of award, the City shall have the option to terminate the award immediately upon notifying the bidder that the City no longer has need to purchase the chemical pursuant to this procurement solicitation when the belt-press sludge dewatering methodology currently in use is discontinued.
- 14.29. Risk management:
- 14.29.1. C The following information shall be furnished by the bidder along with the submitted bid: manufacturer's literature and data, to include the current safety data sheet (SDS) for the bid chemical.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

- 14.29.2. C No chemical shall be bid pursuant to this procurement solicitation unless the manufacturer of the bid chemical has created and maintains the SDS for such chemical on the national MSDSSEARCH repository or the manufacturer's web site so that the information can be accessed by means of the Internet. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is freely accessible to the public.
- 14.29.3. C Bidder shall indicate on its Bid Submittal Form the bid chemical manufacturer's URL for the current SDS for the bid chemical.
- 14.29.4. C By the time of the first delivery, the bidder awarded the purchase shall provide to the City's water reclamation plant superintendent or his authorized representative the SDS for the bid chemical.
- 14.29.5. C No aquatic toxicity or other NPDES permit compliance issues shall result from use of the bid chemical.
- 14.29.6. C The bidder awarded the purchase shall be responsible for adhering to all federal, state and local safety rules and regulations. All employees of the bidder awarded the purchase, and any subcontractors of the bidder awarded the purchase, shall adhere to all safety practices and use of approved personal protective equipment during offloading of chemical.
- 14.29.7. C The bidder awarded the purchase shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or unloading/offloading of chemical in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the bidder awarded the purchase. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the responsibility of the bidder awarded the purchase.
- 14.29.8. C The City shall provide permanent eye-wash stations and showers, to be used as safety water, at or near the location of delivery and offloading of chemical.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

14.29.9. Insurance requirements:

14.29.9.1. C Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate - Coverage shall be Primary and Non-Contributory - Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder ¹ only
Workers Compensation ²	Statutory limits	Certificate Holder ¹ only
Employers Liability ²	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder ¹ only

14.29.9.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Revised* Specifications

Purchasing Office Solicitation No.: 2020-007

- 14.29.9.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.
- 14.29.9.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.

RECOMMENDED PRODUCT: CLARIFLOC CE-2164

Date: 9/26/2019
Location: Franklin, TN
Sludge Processed: TWAS
Dewatering Processed Type: BFP
DT/Yr Processed: 14,620 * Based on CY 2021 Per 14.8
Tester: SNF/Polydyne

Polymer Name Tried:	Clarifloc CE-2164
Polymer Specific Gravity:	1.03
Polymer Weight / Gallon:	8.60
Polymer Cost / Pound	\$ 1.26

Time	Sludge Flow (GPM)	Polymer Flow (GPM)	Sludge Flow (Gallons / Hr.)	Polymer Flow (Gallons / Hr.)	Dry lbs. of sludge /hr	Dry Tons of sludge /hr	Lbs of polymer per hour	Lbs of polymer per dry ton of sludge	Dollars / Dry Ton	Concentrated Feed Sludge %	Dewatered Sludge %	Net Polymer Cost Per Year
	221	0.0347	13260	2.08	3760.0	1.88	17.9052	9.52	\$ 12.00	3.40%	17.2%	\$175,444.03

Polymer Name Tried:	Clarifloc CE-2164
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Start Time: 12:35
End Time: 13:36
Minutes Run: 61

Start Weight: 43.4
End Weight: 25.2
Polymer Used: 18.2
Lbs/min: 0.298
GPM: 0.03469

Date: 9/26/2019
Location: Franklin, TN
Sludge Processed: TWAS
Dewatering Processed Type: BFP
DT/Yr Processed: 14,620 * Based on CY 2021 Per 14.8
Tester: SNF/Polydyne

Polymer Name Tried:	Clarifloc CE-1747
Polymer Specific Gravity:	1.03
Polymer Weight / Gallon:	8.55
Polymer Cost / Pound	\$ 1.26

Time	Sludge Flow (GPM)	Polymer Flow (GPM)	Sludge Flow (Gallons / Hr.)	Polymer Flow (Gallons / Hr.)	Dry lbs. of sludge /hr	Dry Tons of sludge /hr	Lbs of polymer per hour	Lbs of polymer per dry ton of sludge	Dollars / Dry Ton	Concentratted Feed Sludge %	Dewatered Sludge %	Net Polymer Cost Per Year
	214	0.0395	12840	2.37	3640.9104	1.8204552	20.2635	11.13	\$ 14.03	3.40%	16.4%	\$205,046.51

Polymer Name Tried:	Clarifloc CE-1747
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Start Time: 11:00
 End Time: 12:07
 Minutes Run: 67

 Start Weight: 40.45
 End Weight: 17.85
 Polymer Used: 22.6
 Lbs/min: 0.337
 GPM: 0.0395

City of Franklin Belt-Press Testing

Purchasing Office Solicitation No.: 2020-007

(supply and delivery of sludge polymer for wastewater sludge dewatering)

Belt-Press Testing Date and Time: _____, September 26, 2019, 11:00 a.m. Central Time

Location of Pre-Bid Conference: City of Franklin Water Reclamation Facility, 135 Claude Yates Drive, Franklin, TN 37064

<u>Name (please print)</u>	<u>Representing</u>	<u>Telephone Number</u>	<u>E-mail Address</u>
Dave Hordesky	SNF/Polydyne	314 378-8800	dhordesky@polydyneinc.com

September 26, 2019

Feed Solids Percent %

B = Tare 0.6134

C = Wet 2.4526

A = Dry 0.6770

Time in 9:20

Time out 10:20

$$\frac{6.36}{1.8392} = \% \text{ Solids } \underline{3.4 \%}$$

Company: SNF/Polydyne

DATE; September 26, 2019

Company name; SNF/ Polydyne

1st Product name Clarifloc CE 1747

TIME

10:37

~~1st~~ pail weight: ~~46.60~~ → ~~46.60~~ Total Bucket Weight

TIME:

~~11:00 am~~ 1st

~~1st~~ pail weight: Start 40.45 Finish 17.85 TIME:

12:07

3rd pail weight: Start _____ Finish _____

4th pail weight: Start _____ Finish _____

2nd product name Clarifloc CE 2164

TIME

12:20 pm

~~1st~~ pail weight: Start 46.50 Finish TOTAL BUCKET WEIGHT

TIME:

12:35 1st

~~1st~~ pail weight: Start 43.40 Finish 25.20 TIME:

1:36 pm

3rd pail weight: Start _____ Finish _____

4th pail weight: Start _____ Finish _____

#1

Company Name:

Polymer Name:

SNF/PolyDyne 09/26/2019
Clarifloc CE 1747

Tare Weight (B)

0.6070

Wet Weight (C)

1.9702

Dry Weight (A)

0.8314

Total Solids (16%)

16.4%

Time in:

11:35

Time out:

12:35

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Time Pulled

11:27am

Polymer Dose

34

#2

Company Name:

Polymer Name:

SNF / Poly Dribe 9/26/2019
Clarifloc CE 1747

Tare Weight (B)

0.6122

Wet Weight (C)

1.9396

Dry Weight (A)

0.8143

Total Solids (16%)

15.2 %

Time in:

11:54

Time out:

12:54

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Time Pulled
11:48

Polymer Dose
34

#3

Company Name: SNF/PolyDyne 9/26/2019
Polymer Name: Clarifloc CE 1747

Tare Weight (B)	0.6110
Wet Weight (C)	2.2168
Dry Weight (A)	0.8629
Total Solids (16%)	15.6 %

Time in:	12:16
Time out:	1:16
Operator:	SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)
B=Weight of dish (mg)
C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Time Pulled
12:07

Polymer Dose
34

#4

Company Name:

SNF / Poly Dyme

9/26/2019

Polymer Name:

Clarifloc CE 2164

Tare Weight (B)

0.6080

Wet Weight (C)

2.1774

Dry Weight (A)

0.8783

Total Solids (16%)

17.2 %

Time in:

1:02

Time out:

2:02

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

Clarifloc CE 2164

12:54 time pulled

32 Polymer Dose

#5

~~000~~

Company Name:

SNF / Poly Dyme

9/24/2019

Polymer Name:

Clarifloc CE 2164

Tare Weight (B)

0.6111

Wet Weight (C)

1.7787

Dry Weight (A)

0.8084

Total Solids (16%)

16.8 %

Time in:

1:25

Time out:

2:25

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

1:17 pm Time Pulled

32 polymer Dose

#6

~~88~~ 88

Company Name:

SNF / Poly Dyme

9/24/2019

Polymer Name:

Clarifloc CE 2164

Tare Weight (B)

0.6099

Wet Weight (C)

2.1015

Dry Weight (A)

0.8523

Total Solids (16%)

16.2

Time in:

1:45

Time out:

2:45

Operator:

SH

(Sample taken from conveyor belt after the press)

A=Weight of dried sample and dish (mg)

B=Weight of dish (mg)

C=Weight of wet sample and dish (mg)

$$\% \text{ Total Solids} = \frac{(A-B) (100)}{C-B}$$

1:36 PM Time pulled

3.2 polymer dose



POLYDYNE

CLARIFLOC CE-2164 POLYMER

PRODUCT BULLETIN

PRINCIPAL USES

CLARIFLOC CE-2164 is a **high** charge cationic polyacrylamide in emulsion form that is used as a flocculant in a wide variety of municipal wastewater treatment applications. It has been successfully applied in all liquid/solids separation systems including clarification, thickening, and dewatering.

TYPICAL PROPERTIES

Physical Form	Clear to Milky White Liquid
Cationicity	60 %
Active Polyacrylamide Min.	41 %
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.7
Specific Gravity	1.02 - 1.04

PREPARATION AND FEEDING

CLARIFLOC CE-2164 is a single component emulsion polymer that must be pre-diluted in water before use. In most cases, this product should not be applied neat. One method for dilution is adding the neat polymer into the vortex of a mixed tank at a concentration between 0.25-1.0% polymer (0.5% is optimum) by weight. The polymer can also be injected through a number of commercially available systems that provide in-line mechanical mixing. The best feed systems use initial high energy mixing (>1000 rpm) for a short time (<30 sec) to achieve good dispersion followed by low energy mixing (<400 rpm) for a longer time (10-30 min). Polymer solutions should be aged for 15-60 minutes for best results. Solution shelf life is 8-16 hours.

MATERIALS OF CONSTRUCTION

Cross-linked polyethylene, fiberglass, stainless steel or lined steel are the preferred materials of construction for bulk tanks. Avoid natural rubber and Buna-N gaskets as these materials swell when placed in contact with neat polymer. Unlined mild steel, black iron, galvanized steel, copper or brass are not recommended in any part of the feed system. Stainless steel, Viton or Teflon are the best choices for pump heads. For feed lines, use PVC or reinforced Tygon tubing.

MANUFACTURING SPECIFICATIONS

Total Solids	43.5 - 50.5 %
Residual AcAm	< 1000 ppm
Neat Viscosity	300 - 2000 cPs
UL Viscosity	2.5 - 3.3 cPs

HANDLING AND STORAGE

Suggested in-plant storage life is 6 months in unopened drums. For best results, store at 50-80 F. Bulk tanks should be mixed by periodically recirculating the contents bottom to top. Bulk tanks can also be fitted with an agitator type mixer that reaches the bottom 2 feet of the tank. Drums and bins should be mixed very well before first use and weekly after that. Do not allow emulsion polymers to freeze. Should freezing occur, allow the product to thaw thoroughly in a heated area and mix well before attempting to use it. For spills of CLARIFLOC CE-2164, sprinkle vermiculite or equivalent absorbent over the spill area and sweep the material into approved chemical disposal containers. Do not spray water onto a spill because the resulting gel is very difficult to clean up.

SAFETY INFORMATION

CLARIFLOC CE-2164 is a mildly acidic product that can irritate the skin and eyes and should be handled accordingly. Gloves, goggles and apron are highly recommended. Anyone responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. Such information is outlined in the **POLYDYNE** Material Safety Data Sheet. In the event of an emergency with this product, contact Chemtrec anytime day or night at (800) 424-9300.

SHIPPING

CLARIFLOC CE-2164 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds. Bulk quantities are also available.

ADDITIONAL INFORMATION

To place an order or obtain technical information from anywhere in the continental United States, call toll free:

(800) 848-7659

For additional information, please refer to the Safety Data Sheet (SDS)

All statements, information and data given herein are believed to be accurate, but are presented without warranty, expressed or implied. Statements concerning possible use are made without representation or warranty that any such use is free of patent infringement, and is not a recommendation to infringe on any patent. The user should not assume that all safety measures are indicated or that other measures may not be required. Any determination of the suitability of a particular product for any use contemplated by the user is the sole responsibility of the user.

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SAFETY DATA SHEET

According to U.S. Code of Federal Regulations 29 CFR 1910.1200, Hazard Communication.

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name: **CLARIFLOC™ CE-2164**

Type of product: Mixture.

1.2. Relevant identified uses of the substance or mixture and uses advised against

Identified uses: Processing aid for industrial applications.

Uses advised against: None.

1.3. Details of the supplier of the safety data sheet

Company: Polydyne Inc.
1 Chemical Plant Road
PO BOX 279, Riceboro, GA 31323
United States

Telephone: 1-800-848-7659

Telefax: (912)-884-8770

E-mail address: -

1.4. Emergency telephone number

24-hour emergency number: 1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification according to paragraph (d) of 29 CFR 1910.1200:

Not classified.

2.2. Label elements

Labelling according to paragraph (f) of 29 CFR 1910.1200:

Hazard symbol(s): None.

Signal word: None.

Hazard statement(s): None.

Precautionary statement(s): None.

2.3. Other hazards

Spills produce extremely slippery surfaces.

For explanation of abbreviations see Section 16.

SECTION 3: Composition/information on ingredients

3.1. Substances

Not applicable, this product is a mixture.

3.2. Mixtures

This product is a mixture.

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/-range: 20 - 30%

CAS Number: 64742-47-8

Classification according to paragraph (d)
of 29 CFR 1910.1200: Asp. Tox. 1;H304

Notes

Does not result in classification of the mixture if the kinematic viscosity is greater than 20.5 mm²/s measured at 40°C.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Concentration/-range: < 5%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

For explanation of abbreviations see section 16

SECTION 4: First aid measures

SECTION 4: First aid measures***4.1. Description of first aid measures****Inhalation:*

Move to fresh air. No hazards which require special first aid measures.

Skin contact:

Wash off immediately with soap and plenty of water while removing all contaminated clothes and shoes. In case of persistent skin irritation, consult a physician.

Eye contact:

Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. Get medical attention immediately.

Ingestion:

Rinse mouth with water. Do NOT induce vomiting. Call a physician or poison control centre immediately.

4.2. Most important symptoms and effects, both acute and delayed

None under normal use.

4.3. Indication of any immediate medical attention and special treatment needed.

None reasonably foreseeable.

Other information:

None.

SECTION 5: Fire-fighting measures***5.1. Extinguishing media****Suitable extinguishing media:*

Water. Water spray. Foam. Carbon dioxide (CO₂). Dry powder.

Warning! Spills produce extremely slippery surfaces.

Unsuitable extinguishing media:

None.

5.2. Special hazards arising from the substance or mixture*Hazardous decomposition products:*

Ammonia. Carbon oxides (CO_x). Nitrogen oxides (NO_x). Hydrogen chloride. Hydrogen cyanide (hydrocyanic acid) may be produced in the event of combustion in an oxygen deficient atmosphere.

5.3. Advice for fire-fighters*Protective measures:*

Wear self-contained breathing apparatus and protective suit.

Other information:

Spills produce extremely slippery surfaces.

SECTION 6: Accidental release measures***6.1. Personal precautions, protective equipment and emergency procedures****Personal precautions:*

Do not touch or walk through spilled material. Spills produce extremely slippery surfaces.

Protective equipment:

Wear adequate personal protective equipment (see Section 8 Exposure Controls/Personal Protection).

Emergency procedures:

Keep people away from spill/leak. Prevent further leakage or spillage if safe to do so.

6.2. Environmental precautions

As with all chemical products, do not flush into surface water.

6.3. Methods and material for containment and cleaning up*Small spills:*

Do not flush with water. Soak up with inert absorbent material. Sweep up and shovel into suitable containers for disposal.

Large spills:

Do not flush with water. Dam up. Soak up with inert absorbent material. Clean up promptly by scoop or vacuum.

Residues:

After cleaning, flush away traces with water.

6.4. Reference to other sections

SECTION 7: Handling and storage; SECTION 8: Exposure controls/personal protection; SECTION 13: Disposal considerations;

SECTION 7: Handling and storage***7.1. Precautions for safe handling***

Avoid contact with skin and eyes. Renders surfaces extremely slippery when spilled. When using, do not eat, drink or smoke.

7.2. Conditions for safe storage, including any incompatibilities

Keep away from heat and sources of ignition. Freezing will affect the physical condition and may damage the material. Incompatible with oxidizing agents.

7.3. Specific end use(s)

This information is not available.

SECTION 8: Exposure controls/personal protection***8.1. Control parameters****Occupational exposure limits:*

Distillates (petroleum), hydrotreated light

ACGIH: 200 mg/m³ (8 hours)

8.2. Exposure controls

Appropriate engineering controls:

Ensure adequate ventilation, especially in confined areas. Use local exhaust if misting occurs. Natural ventilation is adequate in absence of mists.

Individual protection measures, such as personal protective equipment:

a) Eye/face protection:

Safety glasses with side-shields.

b) Skin protection:

i) *Hand protection:* PVC or other plastic material gloves.

ii) *Other:* Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday. Handle in accordance with good industrial hygiene and safety practice.

Environmental exposure controls:

Do not allow uncontrolled discharge of product into the environment.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

a) Appearance:	Viscous liquid, Milky.
b) Odour:	Aliphatic.
c) Odour Threshold:	No data available.
d) pH:	3.5 - 6.5 @ 5 g/L
e) Melting point/freezing point:	< 5°C
f) Initial boiling point and boiling range:	> 100°C
g) Flash point:	Does not flash.
h) Evaporation rate:	No data available.

i) Flammability (solid, gas):	Not applicable.
j) Upper/lower flammability or explosive limits:	Not expected to create explosive atmospheres.
k) Vapour pressure:	2.3 kPa @ 20°C
l) Vapour density:	0.804 g/litre @ 20°C
m) Relative density:	1.0 - 1.2
n) Solubility(ies):	Completely miscible.
o) Partition coefficient:	Not applicable.
p) Autoignition temperature:	Not applicable.
q) Decomposition temperature:	> 150°C
r) Viscosity:	> 20.5 mm ² /s @ 40°C
s) Explosive properties:	Not expected to be explosive based on the chemical structure.
t) Oxidizing properties:	Not expected to be oxidising based on the chemical structure.

9.2. Other information

None.

SECTION 10: Stability and reactivity

10.1. Reactivity

Stable under recommended storage conditions.

10.2. Chemical stability

Stable under recommended storage conditions.

10.3. Possibility of hazardous reactions

Oxidizing agents may cause exothermic reactions.

10.4. Conditions to avoid

Protect from frost, heat and sunlight.

10.5. Incompatible materials

Oxidizing agents.

10.6. Hazardous decomposition products

Thermal decomposition may produce: hydrogen chloride gas, nitrogen oxides (NO_x), carbon oxides (CO_x). Ammonia. Hydrogen cyanide (hydrocyanic acid).

SECTION 11: Toxicological information**11.1. Information on toxicological effects**Information on the product as supplied:

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (Estimated)
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg. (Estimated)
Acute inhalation toxicity:	The product is not expected to be toxic by inhalation.
Skin corrosion/irritation:	Non-irritating to skin.
Serious eye damage/eye irritation:	Not irritating. (OECD 437)
Respiratory/skin sensitisation:	Not sensitizing.
Mutagenicity:	Not mutagenic.
Carcinogenicity:	Not carcinogenic.
Reproductive toxicity:	Not toxic for reproduction.
STOT - Single exposure:	No known effects.
STOT - Repeated exposure:	No known effect.
Aspiration hazard:	Due to the viscosity, this product does not present an aspiration hazard.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Acute oral toxicity:	LD50/oral/rat > 5000 mg/kg (OECD 401)
Acute dermal toxicity:	LD50/dermal/rabbit > 5000 mg/kg. (OECD 402)
Acute inhalation toxicity:	LC0/inhalation/4 hours/rat $\geq$ 4951 mg/m ³ (OECD 403) (Based on results obtained from tests on analogous products)
Skin corrosion/irritation:	Not irritating. (OECD 404) Repeated exposure may cause skin dryness or cracking.
Serious eye damage/eye irritation:	Not irritating. (OECD 405)
Respiratory/skin sensitisation:	By analogy with similar products, this product is not expected to be sensitizing. (OECD 406)
Mutagenicity:	Not mutagenic. (OECD 471, 473, 474, 476, 478, 479)

<i>Carcinogenicity:</i>	Carcinogenicity study in rats (OECD 451): Negative.
<i>Reproductive toxicity:</i>	By analogy with similar substances, this substance is not expected to be toxic for reproduction. NOAEL/rat = 300 ppm. (OECD 421)
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/90 days $\geq$ 3000 mg/kg/day (OECD 408) (Based on results obtained from tests on analogous products)
<i>Aspiration hazard:</i>	May be fatal if swallowed and enters airways.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

<i>Acute oral toxicity:</i>	LD50/oral/rat = 500 - 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg.
<i>Acute inhalation toxicity:</i>	No data available.
<i>Skin corrosion/irritation:</i>	Not irritating. (OECD 404)
<i>Serious eye damage/eye irritation:</i>	Causes serious eye irritation. (OECD 405)
<i>Respiratory/skin sensitisation:</i>	The results of testing on guinea pigs showed this material to be non-sensitizing.
<i>Mutagenicity:</i>	In vitro tests did not show mutagenic effects. In vivo tests did not show mutagenic effects.
<i>Carcinogenicity:</i>	Based on the absence of mutagenicity, it is unlikely that the substance is carcinogenic.
<i>Reproductive toxicity:</i>	Two-Generation Reproduction Toxicity (OECD 416) - NOAEL/rat > 250 mg/kg/day Prenatal Development Toxicity Study (OECD 414) - NOAEL/Maternal toxicity/rat > 50 mg/kg/day - NOAEL/Developmental toxicity/rat > 50 mg/kg/day
<i>STOT - Single exposure:</i>	No known effects.
<i>STOT - Repeated exposure:</i>	NOAEL/oral/rat/600 days = 50 mg/kg/day
<i>Aspiration hazard:</i>	No known effects.

SECTION 12: Ecological information

12.1. Toxicity

Information on the product as supplied:

SAFETY DATA SHEET

CLARIFLOC™ CE-2164

Acute toxicity to fish:	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 10 - 100 mg/L. (Estimated)
Acute toxicity to algae:	Algal inhibition tests are not appropriate. The flocculation characteristics of the product interfere directly in the test medium preventing homogenous distribution which invalidates the test.
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	No data available.
Toxicity to microorganisms:	No data available.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Acute toxicity to fish:	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L. (OECD 203)
Acute toxicity to invertebrates:	EC0/Daphnia magna/48 hours > 1000 mg/L. (OECD 202)
Acute toxicity to algae:	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L. (OECD 201)
Chronic toxicity to fish:	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1000 mg/L
Toxicity to microorganisms:	EC50/Tetrahymena pyriformis/ 48h > 1000 mg/L.
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available. Readily biodegradable, exposure to sediment is unlikely.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Acute toxicity to fish:	LC50/Cyprinus carpio/96 hours = 1 - 10 mg/L (OECD 203)
Acute toxicity to invertebrates:	EC50/Daphnia/48 hours = 1 - 10 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Desmodesmus subspicatus/72 hours = 1 - 10 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.

Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days > 1 mg/L (OECD 202)
Toxicity to microorganisms:	EC10/activated sludge/17 hours > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

12.2. Persistence and degradability

Information on the product as supplied:

Degradation:	Readily biodegradable.
Hydrolysis:	At natural pHs (>6) the polymer degrades due to hydrolysis to more than 70% in 28 days. The hydrolysis products are not harmful to aquatic organisms.
Photolysis:	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Degradation:	Readily biodegradable. 67.6% / 28 days (OECD 301 F) ; 68.8% / 28 days (OECD 306) ; 61.2% / 61 days (OECD 304 A)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), *n*-tridecyl-*w*-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

12.3. Bioaccumulative potential

Information on the product as supplied:

The product is not expected to bioaccumulate.

Partition co-efficient (Log Pow):	Not applicable.
Bioconcentration factor (BCF):	No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

Partition co-efficient (Log Pow): 3 - 6

Bioconcentration factor (BCF): No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Partition co-efficient (Log Pow): > 3

Bioconcentration factor (BCF): No data available.

12.4. Mobility in soilInformation on the product as supplied:

No data available.

Relevant information on the hazardous components:Distillates (petroleum), hydrotreated light

Koc: No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Koc: > 5000

12.5. Other adverse effects

None known.

SECTION 13: Disposal considerations**13.1. Waste treatment methods**Waste from residues/unused products:

Dispose in accordance with local and national regulations.

Contaminated packaging:

Rinse empty containers with water and use the rinse-water to prepare the working solution. If recycling is not practicable, dispose of in compliance with local regulations. Can be landfilled or incinerated, when in compliance with local regulations.

Recycling:

Store containers and offer for recycling of material when in accordance with the local regulations.

SECTION 14: Transport information***Land transport (DOT)***

Not classified.

Sea transport (IMDG)

Not classified.

Air transport (IATA)

Not classified.

SECTION 15: Regulatory information***15.1. Safety, health and environmental regulations/legislation specific for the substance or mixture******Information on the product as supplied:******TSCA Chemical Substances Inventory:***

All components of this product are either listed on the inventory or are exempt from listing.

US SARA Reporting Requirements:***SARA (Section 311/312) hazard class:***

Not concerned.

SARA Title III Sections:***Section 302 (TPQ) - Reportable Quantity:***

Not concerned.

Section 304 - Reportable Quantity:

Not concerned.

Section 313 (De minimis concentration):

Not concerned.

Clean Water Act***Section 311 Hazardous Substances (40 CFR 117.3) - Reportable Quantity:***

Not concerned.

Clean Air Act***Section 112(r) Accidental release prevention requirements (40 CFR 68) - Reportable Quantity:***

Not concerned.

CERCLA

SAFETY DATA SHEET

CLARIFLOC™ CE-2164

Hazardous Substances List (40 CFR 302.4) - Reportable Quantity:
Not concerned.

RCRA status :

Not RCRA hazardous.

California Proposition 65 Information:

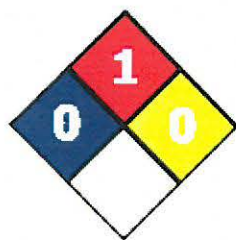
WARNING! This product contains a chemical known to the State of California to cause cancer and birth defects or other reproductive harm, Acrylamide

SECTION 16: Other information

NFPA and HMIS Ratings:

NFPA:

Health:	0
Flammability:	1
Instability:	0



HMIS:

Health:	0
Flammability:	1
Physical Hazard:	0
PPE Code:	B

This data sheet contains changes from the previous version in section(s):

SECTION 8. Exposure controls/personal protection, SECTION 15. Regulatory information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

Acronyms

STOT = Specific target organ toxicity

Abbreviations

Acute Tox. 4 = Acute toxicity Category Code 4

Asp. Tox. 1 = Aspiration hazard Category Code 1

Eye Dam 1 = Serious eye damage/eye irritation Category Code 1

Hazard statements

H302 - Harmful if swallowed

H304 - May be fatal if swallowed and enters airways

H318 - Causes serious eye damage

Training advice:

Do not handle until all safety precautions have been read and understood.

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 17.01.a

ENCC046

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

REFERENCES

City of Atlanta
2440 Bolton Road N.W.
Atlanta, GA 30318
Contact: Mr. Daniel Sabou, Plant Manager
PH: (404) 546-0683
EM: dsabou@atlantaga.gov
Supply and delivery of cationic emulsion polymer.

Metropolitan Council
2400 Childs Road
St. Paul, MN 55101
Contact: Mr. David Quast, Plant Manager
PH: (651) 602-1164
EM: david.quast@metc.state.mn.us
Supply and delivery of cationic emulsion polymer

Louisville M.S.D.
4522 Algonquin Parkway
Louisville, KY 40203
Contact: Ms. Robin Burch, Plant Manager
PH: (502) 540-6733
Supply and delivery of cationic emulsion polymer.

City of Franklin
135 Clauded Yates Drive
Franklin, TN 37064
Contact: Ivan Thurber, Assistant Superintendent
PH: (615) 791-3240
EM: Ivan.thurber@franklintn.gov
Supply and delivery of cationic emulsion polymer.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

State of GEORGIA)
) SS
County of LIBERTY)

Affiant, Boyd Stanley, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice-President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Boyd Stanley
(signature of Affiant)

Vice-President

(title of Affiant)

Sworn and subscribed to before me this 8th day of October, 20 19

Heleca Beasley
(Notary Public)

My Commission Expires:

My Commission Expires
Dec. 17, 2022

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020-007)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

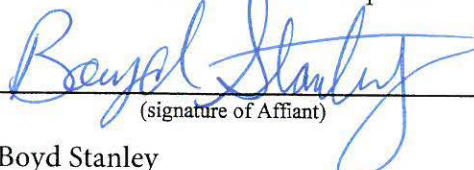
State of GEORGIA)
County of LIBERTY) SS

Affiant, Boyd Stanley, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice-President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

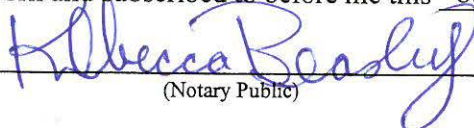
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)
Boyd Stanley

Vice-President

(title of Affiant)

Sworn and subscribed to before me this 8th day of October, 20 19


(Notary Public)

My Commission Expires: My Commission Expires
Dec. 17, 2022

Affidavit of Drug-Free Workplace

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of GEORGIA)
County of LIBERTY) SS

Affiant, Boyd Stanley, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Vice-President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

Boyd Stanley Vice-President
(signature of Affiant) (title of Affiant)
Boyd Stanley

Sworn and subscribed to before me this 8th day of October, 20 19
Theresa Beasley My Commission Expires Dec. 17, 2022
(Notary Public)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0314)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2020_007

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Polydyne Inc.

Attn: Boyd Stanley

1 Chemical Plant Road

P.O. Box 279

Riceboro, GA 31323

Fax: (912) 880-2078

E-mail: PolyBidDpt@snfhc.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0314)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
10/30/2019	Frenkel & Company, an EPIC company 350 Hudson St., 4th Floor New York, NY 10014	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	12/31/2019
				Automobile Liability	12/31/2019
				Excess Liability	12/31/2019
				Workers Compensation and Employers' Liability	12/31/2019
				Pollution Liability	12/31/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Frenkel & Company, an EPIC company 350 Hudson Street – 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: Laura Alvarez	
		PHONE (A/C, No, Ext): 212.488.0200 FAX A/C, No: 212.488.0220 E-MAIL ADDRESS: lalvarez@frenkel.com	
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG SPECIALTY INSURANCE COMPANY		26883
	INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY		19410
	INSURER C: TRUMBULL INSURANCE COMPANY		27120
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	EG14362834	12/31/2018	12/31/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	X		CA4691818	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTIONS \$			EGU18403155	12/31/2018	12/31/2019	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		10WNR30600	12/31/2018	12/31/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	POLLUTION LIABILITY	X	X	EG14362834	12/31/2018	12/31/2019	LIMIT: \$1,000,000 DEDUCTIBLE: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Franklin is included as Additional Insured according to the terms as required by contract, as respects to liability arising out of the operations of the Named Insured, as their interest may appear and subject to the policy terms conditions and exclusions. The commercial general liability coverage is primary and non-contributory where required by written contract per terms and conditions of the policies. Waiver of Subrogation applies under General Liability as required by contract.

EXCESS POLICY PROVIDES EXCESS COVERAGE AFTER \$1M POLLUTION LIABILITY
30 DAY CANCELLATION CLAUSE INCLUDED

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. South Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION
	AUTHORIZED REPRESENTATIVE 14

ENDORSEMENT NO.27

This endorsement, effective 12:01 AM: December 31, 2018

Forms a part of policy no.: EG 14362834

Issued to: SNF HOLDING COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT

This endorsement modifies insurance provided under the following:

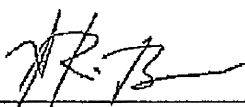
**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY COVERAGE FORM**

It is hereby agreed as follows:

SECTION IV - CONDITIONS, Paragraph 7. Transfer of Rights of Recovery Against Others to Us - Applicable to Coverages A, B, C and E is amended by the addition of the following at the end of such subparagraph:

We agree to waive this right of recovery against any entity to the extent that you had, prior to a claim or occurrence, a written agreement to waive such right.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

ENDORSEMENT NO.43

This endorsement, effective 12:01 AM: December 31, 2018

Forms a part of policy no.: EG 14362834

Issued to: SNF HOLDING COMPANY

By: AIG SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

**Name of Additional Insured Person(s) or Organization(s):
BLANKET WHERE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT**

- I. Solely as respects COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, COVERAGE E-2 PRODUCTS POLLUTION AND EXPOSURE LIABILITY, and COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY, SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs caused by:**

A. Your acts or omissions, or

B. The acts or omissions of those acting on your behalf,

arising out of your work, including your work included in the products-completed operations hazard, or your product.

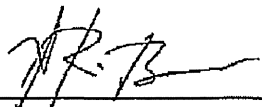
ENDORSEMENT NO. 43 (Continued)

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.
- III. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0314)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

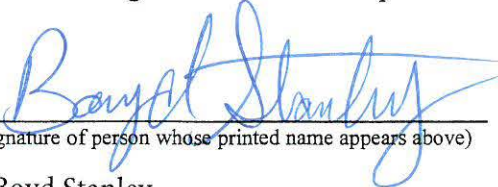
State of GEORGIA)
) SS
County of LIBERTY)

On behalf of Bidder/Proposer, Boyd Stanley agrees that:
(printed name of person signing Agreement)

1. He or she is the Vice-President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Polydyne Inc.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)
Boyd Stanley

Vice-President
(title of person whose printed name appears above)

Sworn and subscribed to before me this 8th day of October, 20 19

(Notary Public)

My Commission Expires: My Commission Expires Dec. 17, 2022

City of Franklin, Tennessee
Tabulation of Bids *

Purchasing Office Solicitation No.:		2020-007 (supply and delivery of sludge polymer for wastewater sludge dewatering)									
Notice to Bidders published in the Williamson Herald on:		8/15/19									
Number of vendors that were notified of/ that responded to this solicitation for bids:		42 / 2									
Date and time bids due and publicly opened:		10/10/19 2:00 PM									
Present at opening of bids:		Dave Hordesky of SNF/Polydyne; and Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office									
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/26/19									
Bids received from:	Bid No.:	Does the bid include all required documents?	Manufacturer / product name of bid chemical:	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total all- inclusive bid price, per U.S. pound of bid chemical:	Quantity of pounds of bid chemical necessary per U.S. ton of dewatered sludge:	Total all- inclusive bid price, per U.S. ton of dewatered sludge:	Value of bid in U.S. dollars per year (based on estimated 14,620 tons of finished sludge per year):	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
Polydyne, Inc. 1 Chemical Plant Rd. Riceboro, GA 31323 Boyd Stanley, Vice President 912-880-2035 polybiddpt@snfhc.com	1 of 1	Yes	Polydyne, Inc. / Clarifloc CE- 2164	Bidder takes no exceptions	\$1.260	9.50	\$11.97	\$175,001	net 30 days	15 days	12/31/19
Tidewater Products, Inc. 12305 Williams Rd., Perrysburg, OH 43551 PO Box 23181, Toledo, OH 43623 Adam Karakas, President 419-509-0552 akarakas@tidewaterproducts.com	1 of 1	Yes	Solenis, LLC / TWC-5321	No / 2 (Bidder did not provide URL for current SDS as it is not posted online)	\$1.750	8.43	\$14.75	\$215,682	net 30 days	1-3 days	12/31/19

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid



THE ADDITION OF FLUORIDE TO DOMESTIC DRINKING WATER

NOVEMBER 12, 2019

MICHELLE HATCHER, PE,
DIRECTOR WATER
MANAGEMENT

MARK HILTY, ACA PUBLIC
WORKS

FLUORIDE ADDITION TO POTABLE WATER

- Benefits
 - In 2012, nearly 75% of United States served by community water systems has access to fluoridated water.
 - CDC names water fluoridation as one of the ten greatest public health achievements of the 20th century.
- Dosing – Fluorosilicic Acid 23-25%
 - TDEC & EPA guidance indicate concentration dosage of 0.7 mg/L
 - Average dose in distribution system (various locations, October 2018 – September 2019) = 0.47 mg/L
 - Harpeth Valley Utility District (January 2018 – December 2018) = 0.41 mg/L
 - Cost (October 2018 – September 2019) = \$38,500