



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, November 10, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0904](#) Presentation by Downtown Neighborhood Association

Sponsors: Administration

Attachments: [DNA Presentation - BOMA Meeting Nov 2015](#)
BOMA Meeting Nov 2015 V3

2. [15-0967](#) Presentation on MTEMC Tree Growth Regulators

Sponsors: Ald. Brandy Blanton

Attachments: [Franklin Presentation MTEMC TGRs 2015.pdf](#)

3. [15-0995](#) *Consideration of Resolution No. 2015-90 Entitled, "A Resolution To Approve A PILOT (Payment In Lieu Of Taxes) Program For The LEEKO III, LLC (Lee Company), As Requested By The Industrial Development Board (IDB) Of Williamson County, Tennessee (11/10/15 WS)

Sponsors: Eric Stuckey

Attachments: [2015-90 Resolution to Approve PILOT for LEEKO III, LLC](#)
[Lee Company - Project Agreement](#)
[Lee Company - 2015 10 26 - SIGNED - IDB Resolution](#)
[Lee Company - Property Tax and Abatement calculations](#)

4. [15-0899](#) Consideration Of Ordinance 2015-51, As Amended, To Be Entitled “An Ordinance To Amend The Zoning Ordinance Of The City Of Franklin, Tennessee, Chapter 3, Section 3.2, Subsection 3.2.7(5) Pertaining To Convenience Stores And Automotive Fuel Sales And To Amend Chapter 5, Section 5.3, Subsection 5.3.6(3) Pertaining To Automotive Uses On Lots Located At Major Intersections And To Modify Figure 5-37 Which References Subsection 5.3.6 (3) And To Amend Chapter 5, Section 5.3, Subsection 5.3.6(9) Which References Roof Types On Non Residential Structures.” (11-10-15 1st Reading BOMA: 8-0; 12-10-15 2nd Reading And Public Hearing Postponed And Proposed Amendment Referred To 12-17-15 FMPC by BOMA 8-0; 12-17-15 FMPC approved proposed amendment 7-0; 01/12/16 WS; 02/09/16 BOMA 8-0). THIRD AND FINAL READING

Sponsors:

Ald. Ann Petersen

Attachments:[CoolSpringsCorridor_AutoUses](#)[EasternQuadrant_AutoUses](#)[NorthenQuadrant_AutoUses](#)[SouthernQuadrant_AutoUses](#)[WesternQuadrant_AutoUses](#)[Ordinance 2015-51_DecRevision_Convenience Stores and Automotive Uses](#)**Legislative History**

10/22/15	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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5. [15-0931](#) Consideration Of Ordinance 2015-55, To Be Entitled, “An Ordinance To Amend The Zoning Ordinance Of The City Of Franklin, Tennessee, Chapter 3, Section 3.2, Subsection 3.2.3, Table 3-2, Entitled “Permitted Uses,” And Chapter 3, Section 3.2, Subsection 3.2.5(1)(B), To Add The Use Classification Clinics As A Permitted Use In The CC - Central Commercial District, And Amend Chapter 5, Section 5.9, Subsection 5.9.4, Table 5-9, Entitled “Minimum Off-Street Parking Standards [1] [2] [3] [4] [6]” To Revise The Use Type For Clinics.” (10/22/15 FMPC 9-0; 1st Reading 8-0 11/10/15, Public Hearing and 2nd Reading 12-08-15 8-0) THIRD AND FINAL READING

Sponsors:

Ald. Ann Petersen

Attachments:[Ordinance 2015-55 - Add Clinic Use to CC_Amend Parking Table_Law Approve](#)[Clinic Use Map](#)**Legislative History**

10/22/15	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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6. [15-0933](#) Consideration Of Ordinance 2015-54, To Be Entitled, "An Ordinance To Amend The Zoning Ordinance Of The City Of Franklin, Tennessee, Chapter 3, Section 3.3, Subsection 3.3.2, Table 3-5, Entitled "Base District Density And Building Height [1], [2]," And Section 3.5, Subsection 3.5.6 (2) (b)(xi), Entitled "Landscape," And Chapter 5, Section 5.5, Subsection 5.5.3(1), Table 5-7, Entitled "Required Open Space Set-Aside" In Order To Revise The Landscape Surface Ratio And Open Space Requirements Within Central Franklin Character Area Overlay District, Special Area CFCO-1 And Special Area CFCO-9." ; (10/22/15 FMPC 9-0; 1st Reading 8-0 11/10/15; Public Hearing and 2nd Reading 12-08-15 8-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [Ordinance 2015-54 - LSR CFCO1 ZO Text Amendment Approved by Legal Ed LSR CFCO1 and 9 Map](#)

Legislative History

10/22/15	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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7. [15-0935](#) Consideration Of Ordinance 2015-59, To Be Entitled, "An Ordinance To Rezone 5.19 Acres From Specific Development-Residential District (SD-R 9.16) to Attached Residential 20 District (RM-20) For Property Located At 780 Oak Meadow Drive" (10/22/15 FMPC 9-0; 1st Reading 8-0 11/10/15; Public Hearing and 2nd Reading 12-08-15 7-1) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [ORD 2015-59 OakMeadow redline](#)
[5946 Woodlands RZ Lots 21](#)
[Woodland Subdivision \(Oak Meadow Drive\), rezoning lot 21 PLAN](#)

Legislative History

10/22/15	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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8. [15-0936](#) Consideration of Ordinance 2015-58, To Be Entitled, "An Ordinance To Rezone 38.5 Acres From Specific Development-Residential District (SD-R 9.16) To Specific Development-Residential District (SD-R 10.6) For Property Located At Southwinds Drive, 1801 Brockton Place, And 549 Oak Meadows Drive." (10/22/15 FMPC 9-0; 1st Reading 8-0 11/10/15; Public Hearing and Second Reading 12-08-15 7-1) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [ORD 2015-58 Southwinds redline](#)
[5946 Woodlands RZ Lots 12 13 14 15](#)

Legislative History

10/22/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and

9. [15-0555](#) Consideration of Ordinance 2015-19 "An Ordinance to Amend the City Of Franklin Municipal Code, Appendix A - Comprehensive Fees and Penalties, Chapter 12 Relating to Residential Construction Permit Fees" (11/10/15 BOMA 6-0) SECOND AND FINAL READING
- Sponsors:** Chris Bridgewater and Building and Neighborhood Services (BNS)
- Attachments:** [00027835](#)
[Permit Fee Comparison 2015](#)
[Single Family Permit Fees - Operations Budgets - rev. 10.14.2015](#)
10. [15-0971](#) Consideration Of Bid Award To American Development Corporation Of Fayetteville, Tennessee In The Delivered Bid Price Amount Of \$1.45 Per Gallon For The Water And Wastewater Treatment Chemical Sodium Hypochlorite For A Specified Term Of Award, With Options To Extend, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2016-001; Contract No. 2015-0361) (11/10/15 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2016-001 Tabulation of bids](#)
[2015-0361 Procurement Agreement, approved by Law, signed for vendor, with :](#)
11. [15-0972](#) Consideration Of Bid Award To American Development Corporation Of Fayetteville, Tennessee In The Delivered Bid Price Amount Of \$1.45 Per Gallon For The Water Reclamation Facility For The Wastewater Treatment Chemical Sodium Hydroxide For A Specified Term Of Award, With Options To Extend, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2016-002; Contract No. 2015-0362) (11/10/15 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2016-002 Tabulation of bids](#)
[2015-0362 Procurement Agreement, approved by Law, signed for vendor, with :](#)
12. [15-0973](#) Consideration Of Bid Award To Brenntag Mid-South, Inc. Of Henderson, Kentucky In The Delivered Bid Price Amount Of \$1.98 Per Gallon For The Water Reclamation Facility For The Wastewater Treatment Chemical Muriatic Acid (Hydrochloric) For A Specified Term Of Award, With Options To Extend, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2016-003; Contract No. 2015-0363) (11/10/15 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2016-003 Tabulation of bids](#)
[2015-0363 Procurement Agreement, approved by Law, signed for vendor, with :](#)

13. [15-0974](#) Consideration Of Bid Award To Polydyne, Inc. Of Riceboro, Georgia In The Delivered Bid Price Amount Of \$0.84 Per Pound For The Water Reclamation Facility For The Wastewater Treatment Chemical Sludge Polymer For A Specified Term Of Award, With Options To Extend, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2016-004; Contract No. 2015-0364) (11/10/15 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2016-004 Tabulation of bids](#)
[2015-0364 Procurement Agreement, approved by Law, signed for vendor, with :](#)
14. [15-0975](#) Consideration Of Bid Award To Waste Management, Inc. Of Tennessee / Cedar Ridge Landfill Of Lewisburg, Tennessee In The Unit Price Amount Of \$31.11 Per Ton For Sanitary Landfill Disposal Of Biosolid Sludge Produced At The Water Reclamation Facility For A Specified Term Of Award, With Options To Extend, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2016-010; \$330,750 Budgeted In 431-82270-52213 For Fiscal Year 2016; Contract No. 2015-0353) (11/10/15 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2016-010 Tabulation of bids](#)
[2015-0353 Procurement Agreement, approved by CoF Law, signed for vendor, '](#)
15. [15-0976](#) Consideration Of Bid Award To Turfmaker Corporation Of Rowlett, Texas In The Total Lump-Sum Amount Of \$28,190 For A Minimum Of One (1) New And Unused Trailer-Mounted Hydroseeder For The Stormwater Division Of The Streets Department (Purchasing Office Procurement Solicitation No. 2016-012; \$31,925 To Be Budgeted In 135-89520-43120 For Fiscal Year 2016; Contract No. 2015-0367) (11/10/15 WS)
- Sponsors:** Joe York and Steve Grubb
- Attachments:** [2016-012 Tabulation of bids](#)
[2015-0367 Procurement Agreement, approved by CoF Law, signed for vendor, '](#)
16. [15-1010](#) Consideration of Resolution 2015-94, A Resolution Extending the Interim Position of Planning and Sustainability Director to May 31, 2016. (11/10/15 WS)
- Sponsors:** Eric Stuckey
- Attachments:** [2015-94 RES Interim Planning Director Position Extension to 04-30-16 .docx](#)
17. [15-1009](#) Consideration of Employment Contract with City Administrator, Eric Stuckey (COF Contract No. 2015-0349). (11/10/15 WS)
- Sponsors:** Dr. Ken Moore
- Attachments:** [Stuckey Agreement 2015](#)

Other Business

Adjournment

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

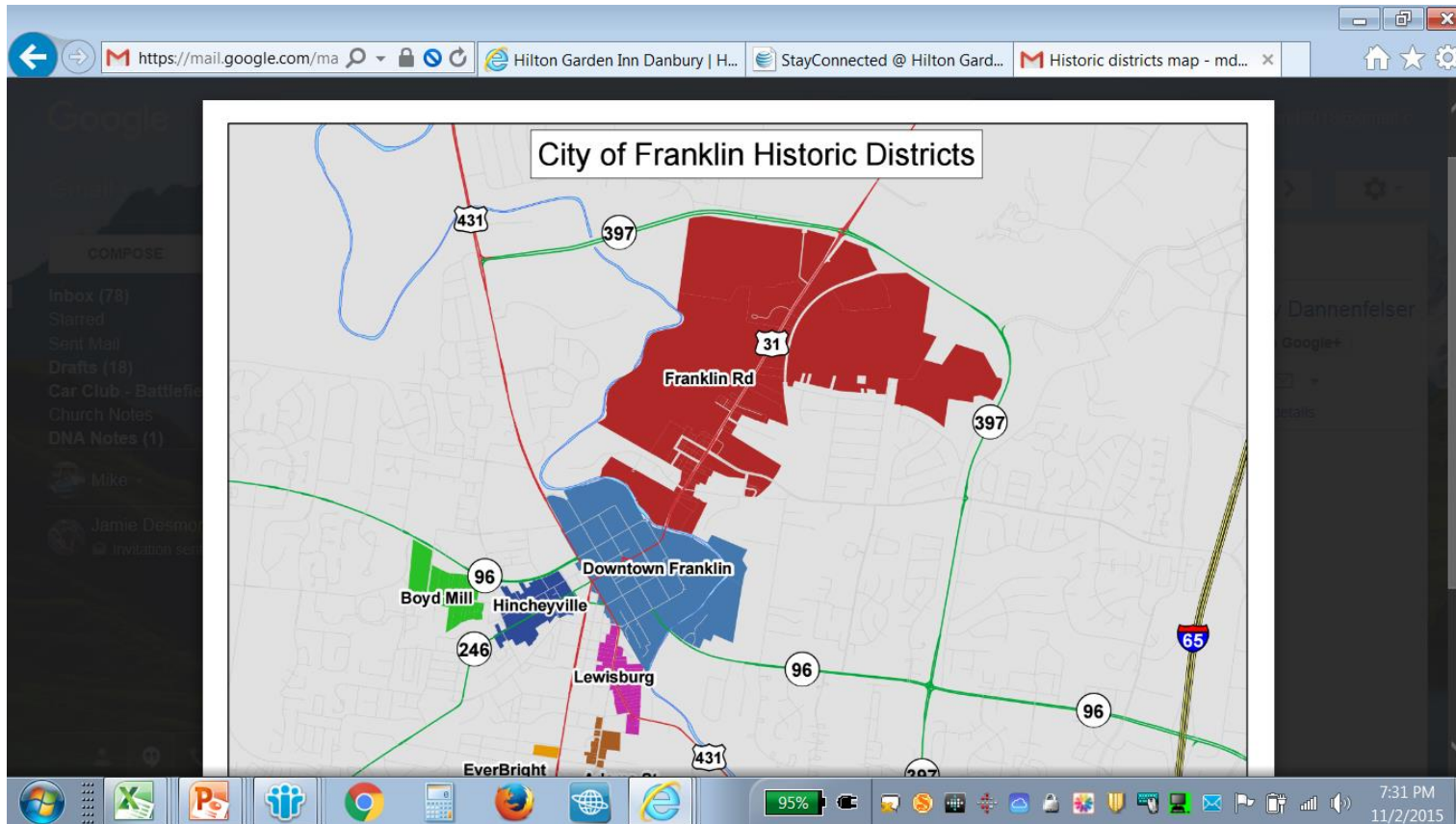
FRANKLIN'S DOWNTOWN NEIGHBORHOOD ASSOCIATION - DNA

City of Franklin
BOMA Meeting - November 2015
Mike Desmond,
DNA President

DOWNTOWN NEIGHBORHOOD ASSOCIATION OF FRANKLIN (DNA)

- ◉ Number of homes / members - roughly 375
- ◉ Mission Statement -
 - To provide a means by which the citizens of the area may exercise greater control over the economic, political, environmental and social forces that influence their ways of life
 - to promote understanding among property owners, residents, government and business interests; to foster neighborhood identity and a sense of community
 - to cooperate and affiliate in appropriate ways with other local, state and national organizations having compatible goals.
- ◉ DNA Board - Mike Desmond, Brian Beathard, Candy Sullivan, Marti Veto, Damon Rogers, Margaret Roberts, Jan Marsh , Kelly Dannenfelser, Margaret Mertin, Ernie Bacon, Greg Flittner
- ◉ Geographic Footprint -

DNA HISTORIC OVERLAY

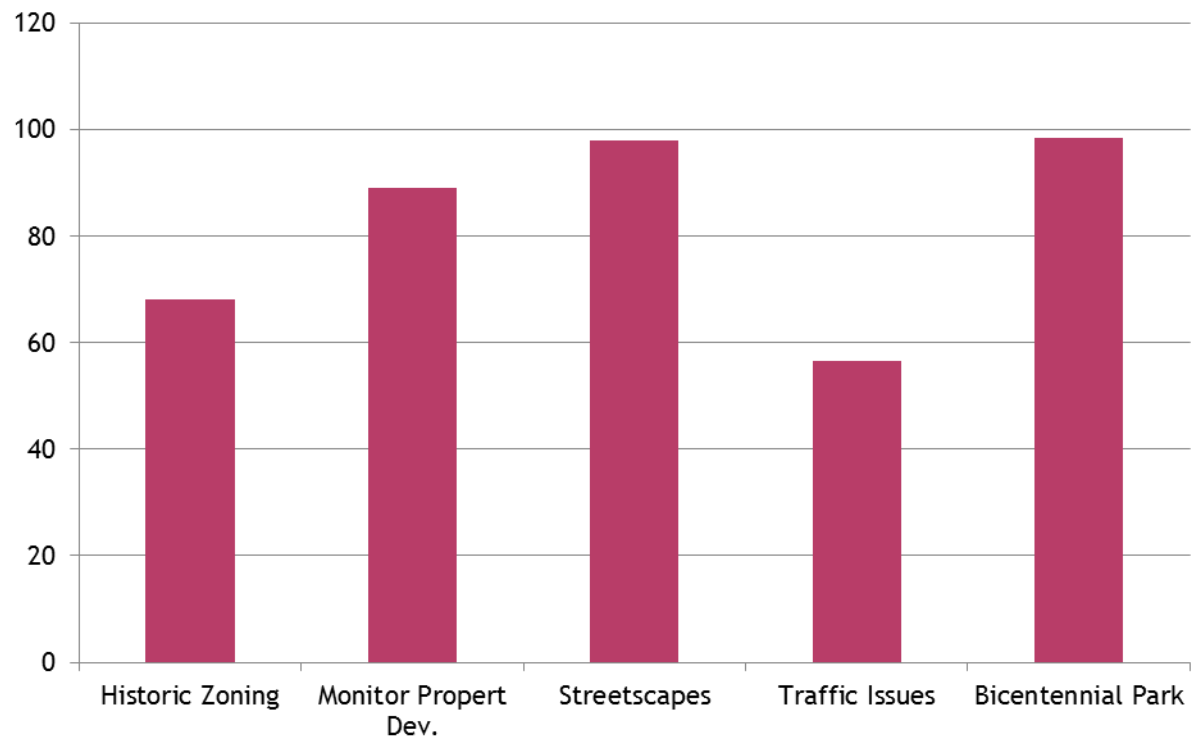


The Downtown Neighborhood Association of Franklin shall consist of the original fifteen square blocks making up the town of Franklin as well as the areas of Hincheyville, Boyd Mill, Lewisburg, Adams Street, EverBright and Franklin Road as outlined in appendix A - scanned maps of areas listed above. We have extended the DNA boundaries to include the other historic districts as laid out by the City of Franklin based on city map dated 2008
Modified 4Q 2011

LIST OF 2015-16 PRIORITIES

- ◉ Advocate for the completion of the Bicentennial Park and the expansion of the walking and biking paths along the Harpeth River and throughout downtown.
- ◉ Continue the successful advocacy for an on schedule completion of the Gateway Corridors and Connectors Street Economic Development Project (a.k.a. Streetscapes).
- ◉ Monitor and get pro-actively involved in the redevelopment plans of key downtown properties including Harpeth Square, the First TN Bank Building, FFUM Fellowship Hall & Parking space, Dotsons and a new potential City Hall.
- ◉ Support the strict application of historic zoning standards that require continued protection and retention of our historic structures, property values and our neighborhoods.
- ◉ Make the city more aware of the increased traffic control issues affecting our neighborhoods as a result of private and city approved special events and lets agree on an events Vs traffic “not to exceed” straw-man framework.

Priority Results 2015-16 DNA Vote



Method : Max minus actual

FRANKLIN'S DOWNTOWN NEIGHBORHOOD ASSOCIATION - DNA

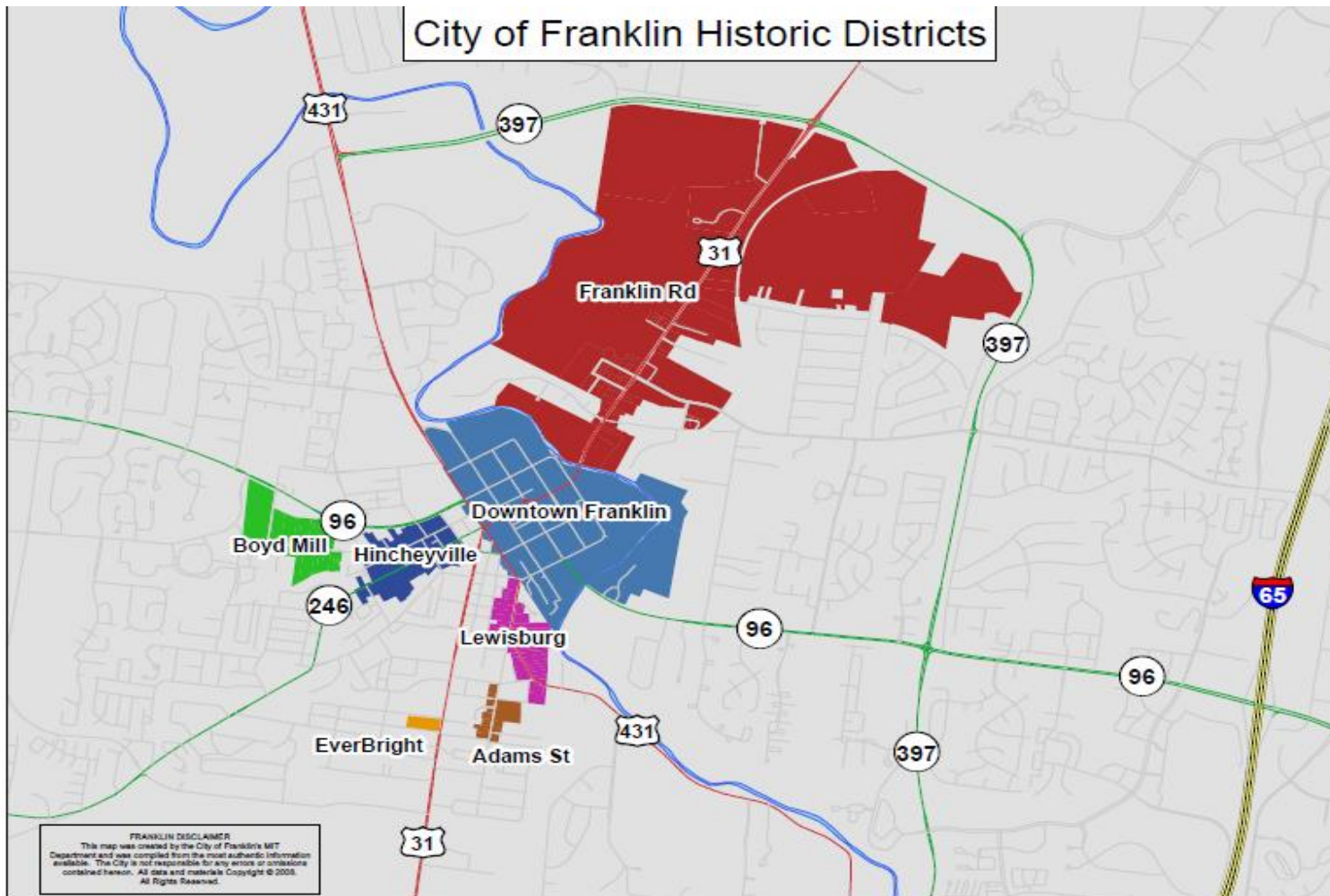
City of Franklin
BOMA Meeting - November 2015
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- ◉ Geographic Footprint -

DNA Historic Overlay



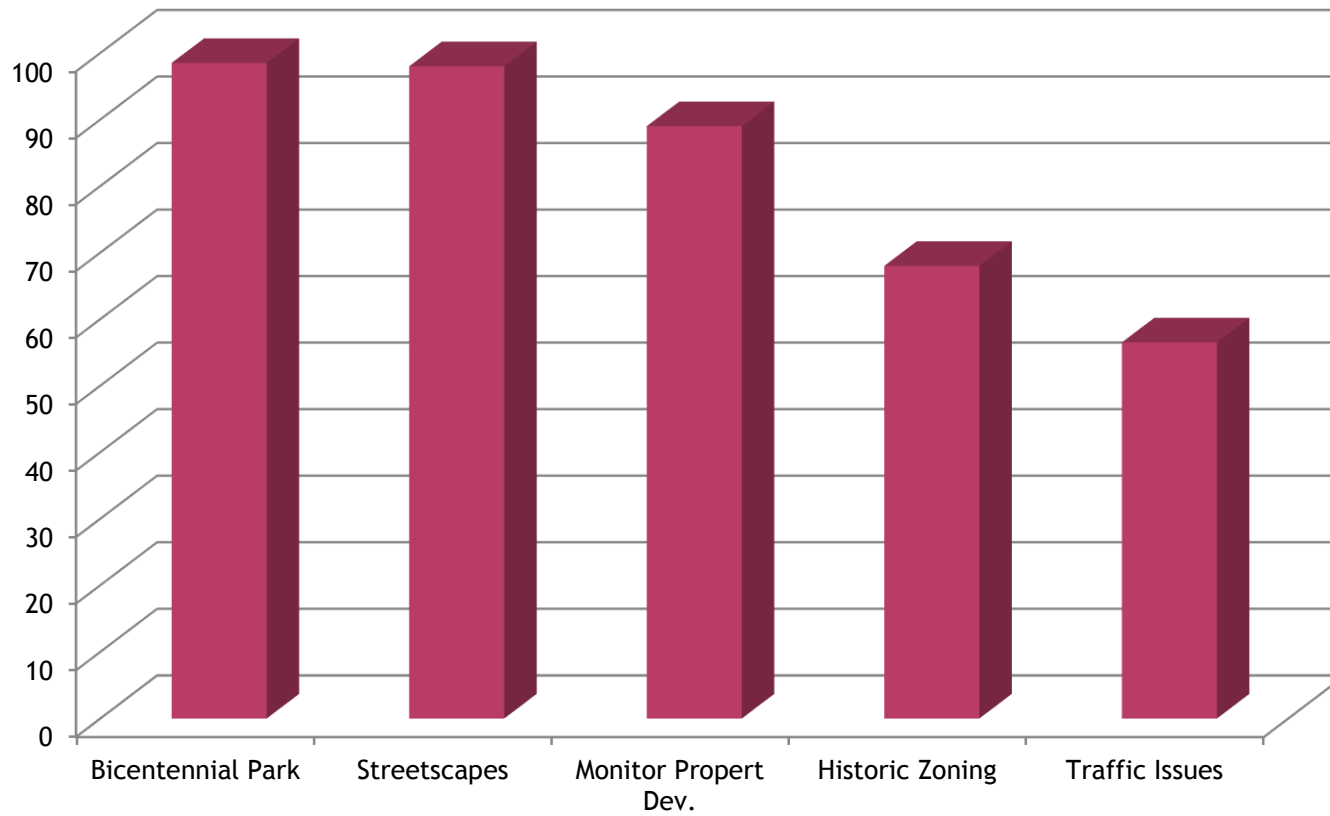
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Franklin DNA 2015-16 Priorities



Tree Growth Regulator Application

Developed For:

Franklin Tree Commission Meeting - 28 September, 2015

By:

Middle Tennessee Electric
Membership Corporation

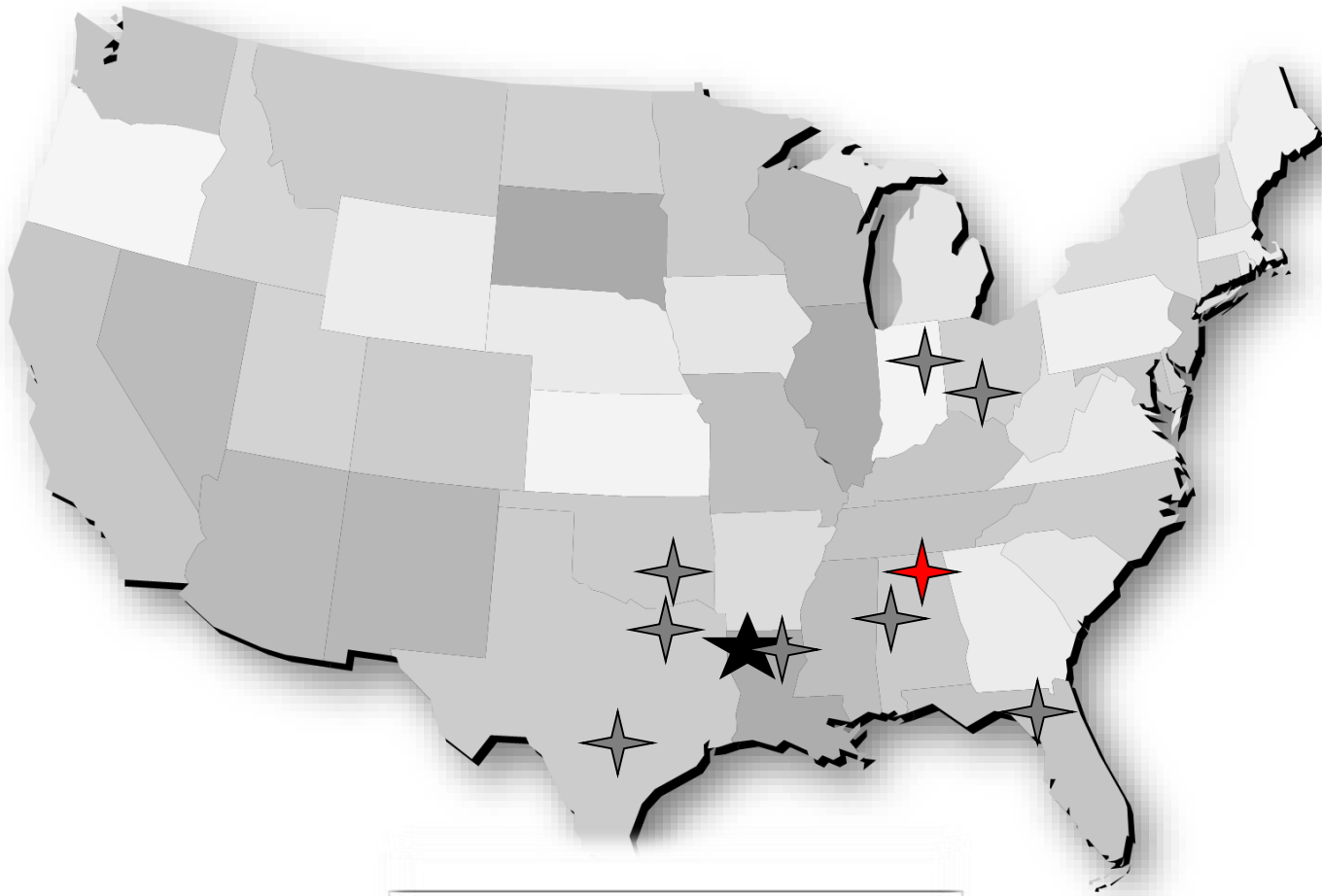


The logo for edko features the word "edko" in a bold, white, lowercase sans-serif font. The letters are set against a solid black rectangular background. The 'e' and 'd' are connected, as are the 'k' and 'o'.

edko

VEGETATION MANAGERS

Office Locations



Staff

Owner/President/CEO – Mike Vasko (33 years)

Vice President – Jason Sellers (10 years)

District Manager – Brian Tekulve (8 years)

Supervisors – Clint Morgan (5 years)

– Chaise Oliver (2 years)



Edko Customer Sample

- **MTEMC**
- Alabama Power
- Huntsville Utilities
- Georgia Power
- Duke Energy - Florida
- **AEP** (Ohio Power, App Power, I&M Power, SWEPCO)
- Oklahoma Electric Coop



About TGRs

- **TGR research began in the 1950's**
- **First commercial growth regulators were herbicides used at reduced rates**
 - Caused a total stoppage of growth at point of contact
 - Useful to prevent sprouting of individual suckers
 - Best application via aerosol spray
 - Disfigurement if systemically applied



About TGRs – 1980's

- **New generation of growth regulator chemistry**
- **Reduce the amount of gibberellic acid**
 - Hormone responsible for cell elongation
 - Plant structures remain intact, but more compact
- **Three active ingredients**
 - Paclobutrazol, flurprimidol, uniconazole

About TGRs – 1980's

- **New application techniques**
 - Capsules
 - Tree injections



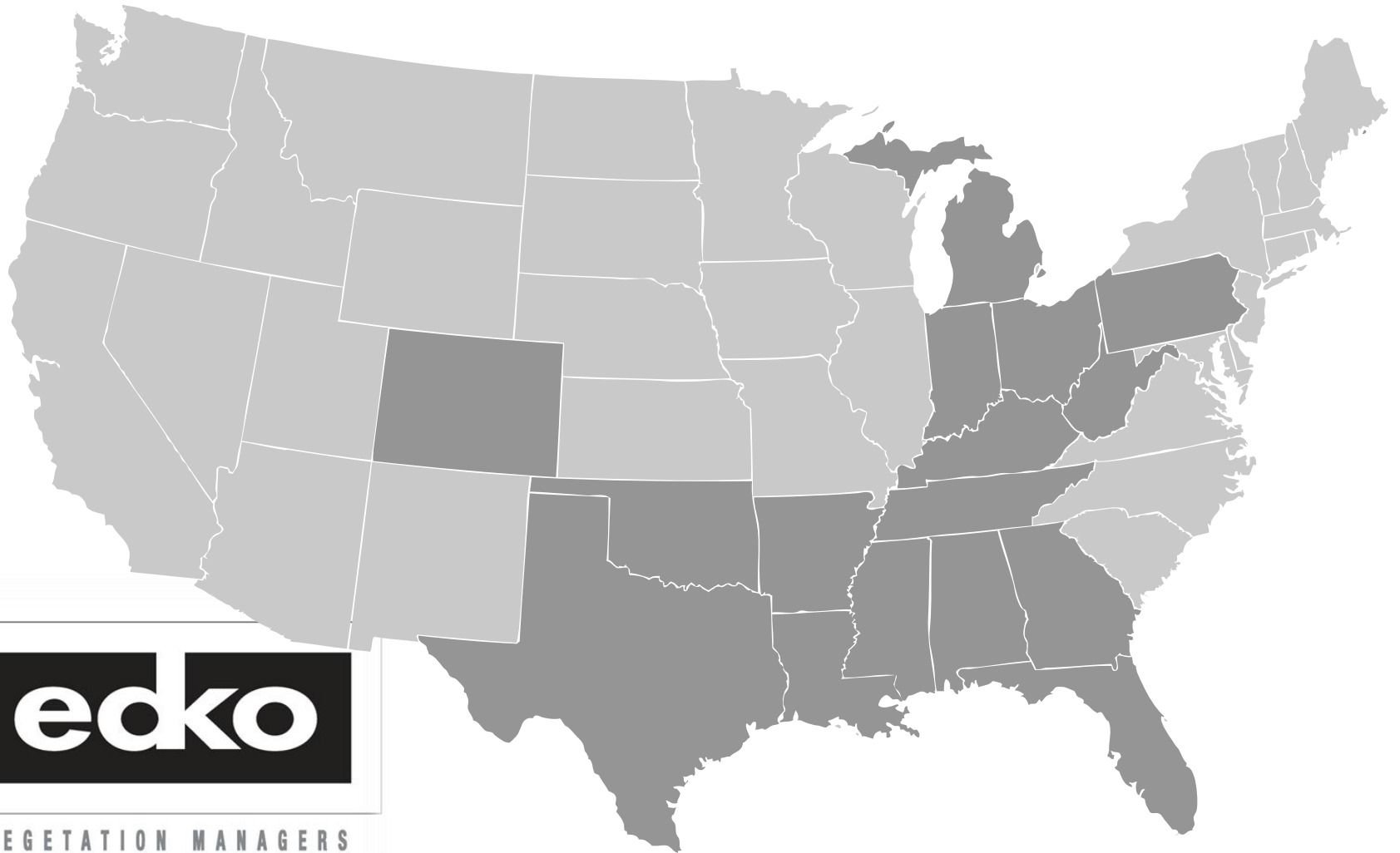
About TGRs – 1990's

- **More research on active ingredients, doses, and application techniques**
- **Systemic soil applications become preferred**
- **More consistent, predictable results**
- **May take up to 1 year to see results**
 - Effects may last for 3+ years



**TREE GROWTH
REGULATOR**

Applications in 16 States



ecko

VEGETATION MANAGERS



Effectiveness

- **In general:**
 - 40-70% reduction in growth
 - All regions of the country
 - Different climates
 - Different soils
 - Different species



Sweetgum – North Carolina



Yellow tab - Florida

Growth Comparison

Clearwater, FL - 2012

Treated



Untreated



Mobile, AL - 2007



10 Months After Treatment



26 Months After Treatment

**The cycle on these city trees was extended
from 18-24 months to nearly 5 years!**

Tree Growth Regulator Applications



- Slowing tree growth rates allows users to:
 - Extend and protect line clearing investments
 - Extend Trim cycles in
 - High Traffic Areas
 - Customer Sensitive Areas
 - Reduce mid-cycle trimming or trimming frequency
 - Improve service reliability
 - **Enhance overall safety**
 - Create a Win/Win for utility and homeowners



The Davey Tree Expert Co.

- **8,000+ employees**
- **Established in 1880**
- **17th largest employee-owned company**
- **4 major service lines**
 - Residential
 - **Utility**
 - Commercial
 - Resource Group (consulting)



The Davey Institute

- **Technical Services**

- PhD support for all North American operations
- Connecting “What we know” with “What we do”

- **Research**

- Plant science
- Ecosystem services, i-Tree, Energy Saving Trees

- **Education/Training**

- **Environmental Programs**

- Regulatory compliance
- Corporate environmental responsibility

- **Product Development**

- Arborlock 2SC



Relative Toxicity

- **ArborLock 2SC**
 - Acute Dermal Toxicity LD50 = >5050 mg/kg
 - No known or suspected carcinogens
- **Purel**
 - Acute Dermal Toxicity LD50 = >5000 mg/kg
 - No known or suspected carcinogens
- **Deep Woods Off**
 - Acute Dermal Toxicity LD50 = 2000 mg/kg
 - No known or suspected carcinogens
- **Banana Boat Kids SPF50**
 - No Acute Dermal Toxicity
 - Contains known and suspected carcinogens



Questions?

Middle Tennessee Electric
Membership Corporation



Thank You!

RESOLUTION NO. 2015-90

TO BE ENTITLED: “A RESOLUTION TO APPROVE A PILOT (PAYMENT IN LIEU OF TAXES) PROGRAM FOR THE LEEKO III, LLC, AS REQUESTED BY THE INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE”

WHEREAS, The Industrial Development Board Williamson County, Tennessee (the “**IDB**”) is authorized under the provisions of Chapter 53, Title 7, of Tennessee Code Annotated, as amended from time to time (the “**Act**”), to issue, sell, and deliver revenue bonds and revenue notes, and to use the proceeds therefrom for, among other things, the purpose of financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties in order to promote industry, trade, commerce, tourism and recreation, and thereby maintain and increase employment opportunities and further the use of natural resources in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, and recreational enterprises to locate in or remain in the State of Tennessee; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to induce LEEKO III, LLC, a Tennessee limited liability company, or its designee(s) (the “**Company**”), to relocate and expand its office facilities (the “**Project**”) in the City of Franklin (the “**City**”) and Williamson County, Tennessee (the “**County**”), the acquisition, construction, owning and leasing of which by the IDB is expected to maintain or increase employment in the City and the County, the IDB has offered to issue one or more revenue notes (the “**Note**”) in a principal amount not to exceed Twenty Four Million Dollars (\$24,000,000), under and pursuant to the provisions of the Act, if the Company decides to utilize the Note, and to use the proceeds therefrom to provide for the payment of the costs of acquiring, improving and/or constructing all or a portion of the Project, and to enter into an agreement with the Company to accept payments in lieu of ad valorem taxes with respect to the Project; and

WHEREAS, a draft of the Payment In Lieu of Taxes Agreement (the “**Agreement**”) expressing formally and in writing the understanding heretofore and formerly agreed upon by the IDB and the Company, such Agreement being attached hereto and incorporated herein by this reference; and

WHEREAS, at the request of the IDB, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to confirm its approval of the Agreement and the economic incentives therein set forth.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, as follows:

1. The form, content, and provisions of the Agreement are hereby approved.
2. The Mayor, the City Administrator and all departments and agencies of the City of Franklin, Tennessee, are hereby authorized and directed to take such further actions as are deemed necessary or advisable to carry out the intent and purposes of the Agreement and this Resolution.

Adopted this 10th day of November, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____

Eric Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form:

By: _____

Sauna R. Billingsley
City Attorney

TAX AGREEMENT

THIS TAX AGREEMENT (sometimes herein this **“Agreement”**) is made and entered into as of the ____ day of October, 2015, by and between **THE INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY** (the **“Issuer”**), a public, non-profit corporation organized and existing under and by virtue of the laws of the State of Tennessee, **LEEKO III PROJECT, LLC**, a Tennessee limited liability company (the **“Company”**) and **LEE COMPANY** (**“Lee Co”**), a Tennessee for profit corporation.

WITNESSETH:

WHEREAS, the Issuer is a public, nonprofit corporation and a public instrumentality of Williamson County, Tennessee and is authorized under Chapter 53, Title 7, Tennessee Code Annotated, as amended (the **“Act”**), to enter into lease agreements with manufacturing, industrial, commercial, and financial enterprises with respect to one or more projects for such payments and upon such terms and conditions as the Board of Directors of the Issuer may deem advisable in accordance with the provisions of the Act in order to maintain and increase employment opportunities by inducing such enterprises to locate in or to remain in the State of Tennessee (the **“State”**); and

WHEREAS, the Issuer desires to induce the Company to acquire real property and construct improvements to the property located in Berry Farms in Williamson County, Tennessee (the **“Property”**) (the land and buildings, structures, improvements and fixtures located on the land being referred to as the **“Facility”**), that the Company has leased to Lee Co pursuant to a sublease (the **“Lee Co Lease”**) and to induce Lee Co to locate its regional headquarters operations therein, which Facility is to be acquired and owned by the Issuer and leased by the Issuer to the Company pursuant to that certain Facility Lease Agreement, of even date herewith (the **“Facility Lease”**); and

WHEREAS, the Board of Directors of the Issuer, pursuant to Section 7-53-102 of the Act, has found and determined that the agreement by the Issuer to acquire, improve, equip and lease such office facility will develop trade and commerce in and adjacent to Williamson County, Tennessee, will contribute to the general welfare, will alleviate conditions of unemployment and, has induced or will induce the Company to improve the Facility, lease the Facility to Lee Co, and has induced or will induce Lee Co to locate its operations in Williamson County, Tennessee; and

WHEREAS, the Issuer has not made and does not intend to make any profit by reason of its business or venture in which it may engage or by reason of its entering into this Lease, and no part of the Issuer’s net earnings, if any, will ever inure to the benefit of any person, firm or corporation except Williamson County, Tennessee; and,

WHEREAS, the Issuer is authorized by law and has deemed it necessary to borrow money for the purpose of acquiring and improving the Facility, and the Issuer has authorized, if requested by Company and Lee Co, the issuance of its Industrial Development Revenue Note, Series A, not exceeding Twenty-Four Million and No/100 Dollars (\$24,000,000.00) (**Lee Co Project**) (the **“Series A Note”**), the proceeds of which shall be used for the acquisition, construction, improving the Facility and other Costs of the Facility under and pursuant to the Facility Lease; and

WHEREAS, the Issuer has executed a certain Collateral Assignment of Facility Lease (the **“Assignment of Facility Lease”**) and a certain Deed of Trust, Assignment of Leases and Security Agreement (Facility) (the **“Facility Deed of Trust”**) to secure, inter alia, the loan of the indebtedness (the **“Facility Loan”**) evidenced by the Series A Note; and

WHEREAS, the Issuer is authorized by law and has deemed it necessary to acquire and improve the Facility (the Facility as so improved being sometimes referred to as the **“Project”**) as aforesaid, which acquisition of the Facility has occurred of even date herewith; and

WHEREAS, the Issuer, the Company and Lee Co now desire to enter into this Agreement with respect to the payment of ad valorem and in lieu of ad valorem taxes with respect to the Facility Lease.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

1. **Term.** This Agreement shall become effective on the date that the Issuer obtains title to the Facility and shall continue, for so long as the Issuer holds title to any of the Facility the Company has made all payments required hereunder, whichever shall later occur.

2. **Definitions.**

(a) **“Applicable Ad Valorem Taxes”** shall mean the sum of the City Applicable Ad Valorem Taxes and the County Applicable Ad Valorem Taxes.

(b) **“City Applicable Ad Valorem Taxes”** shall mean any ad valorem taxes that, but for ownership of the Facility by the IDB, would have been due and payable to the City pursuant to T.C.A. § 67-5-103 by Leeko.

(c) **“County Applicable Ad Valorem Taxes”** shall mean any ad valorem taxes that, but for ownership of the Facility by the IDB, would have been due and payable to the County pursuant to T.C.A. § 67-5-102 by Leeko.

(d) **“County Education Tax”** shall mean the amount of County Applicable Ad Valorem Taxes specifically earmarked for education.

(e) **“County Standard Tax”** shall mean the amount of County Applicable Ad Valorem Taxes not specifically earmarked for education.

(f) **“Effective Date”** shall mean the date of the PILOT Agreement.

(g) **“Pilot Expiration Date”** means December 31, 2021.

(h) **“Qualifying Employees”** means full-time equivalent employees employed by the Lee Company at the Facility hired for a minimum of 35 hours per week.

(i) **“Tax Year”** means the period between January 1 and December 31 of each year between 2017 and 2021.

3. **In Lieu of Tax Payments.** The Company shall make with respect to the property leased under the Facility Lease (and Lee Co has agreed under the Lee Co Lease to provide the funds for the same), in addition to any and all other payments required under the Lease, in lieu of ad valorem tax payments to Williamson County, Tennessee (the **“County”**) and to the City of Franklin, Tennessee (the **“City”**) (the **“In Lieu of Tax Payments”**), for each year beginning January 1 and ending December 31 in an amount equal to the percentage of the Applicable Ad Valorem Taxes for such year set forth below:

Applicable Year:	Percentage of County Standard Tax:	Percentage of County Education Tax:	Percentage of City Applicable Ad Valorem Taxes:
Effective Date through December 31, 2016	100%	100%	100%
January 1, 2017 through December 31, 2021	0%	100%	0%
January 1, 2022 and thereafter	100%	100%	100%

(a) Notwithstanding the foregoing:

- 1) Once the total County Applicable Ad Valorem Taxes after calendar year 2016 exceeds the total In Lieu of Tax Payments to the County by \$422,786.00, with the result that Leeko by reason of its leasehold interest has received \$422,786.00 in tax reductions as a result of this transaction, the In Lieu of Tax Payments required hereunder to the County shall become 100% of the County Applicable Ad Valorem Taxes; and
- 2) Once the total City Applicable Ad Valorem Taxes after calendar year 2016 exceeds the total In Lieu of Tax Payments to the City by \$80,248.00, with the result that Leeko by reason of its leasehold interest has received \$80,248.00 in tax reductions as a result of the transaction, the In Lieu of Tax Payments required hereunder to the City shall become 100% of the City Applicable Ad Valorem Taxes.

(b) Prior to January 1, 2017, the Company shall be obligated to make In Lieu Payments to the County equal to the ad valorem taxes which would be due on the Project were it privately owned ("**Estimated Taxes**")

(c) In Lieu of Tax Payments for any partial year shall be prorated on a per diem basis.

(d) After receipt of any tax bills from the Trustee (the "**Tax Bills**"), as required in **Section 6(c)** herein, the Company shall pay to the Trustee, before March 1 of the year following the year the Tax Bills are sent to the Company, the respective amounts indicated on the Tax Bills in accordance with the percentages set forth in this **Section 3**. The obligation to make any In Lieu of Tax Payment with respect to any Tax Year shall survive the termination of this Agreement. Additionally, the Company will be responsible for the payment of any and all roll back taxes that are assessed against the Property.

(e) If Leeko is required to pay ad valorem taxes by reason of its leasehold interests in the Facility ("**Leasehold Taxes**"), then the amount of Leasehold Taxes actually paid by Leeko shall be deducted from the In Lieu of Tax Payments next due from Leeko with respect to the Facility until such time as the full amount of Leasehold Taxes actually paid by Leeko during the term of the Facility Lease shall have been deducted from In Lieu of Tax Payments.

4. **Performance Criteria.** On or before January 31, 2018, Lee Co shall provide written notice to the IDB stating the number of Qualifying Employees employed as of December 31, 2017 ("**Reported Jobs**"), as required in **Section 6(d)** herein. If the number of Reported Jobs in any given year is lower than 61 (being ninety percent (90%) of the Anticipated Number of Jobs), then Leeko shall make an additional In Lieu of Tax Payment (the "**Additional Payment**") for that year in an amount of the Applicable Ad Valorem Taxes proportionate to the amount by which 61 exceeds the number of Reported Jobs. Specifically, the Additional Payment shall be the amount determined by (i) subtracting (A) the quotient obtained by dividing the number of Reported Jobs by 61 from (B) 1, rounded to the nearest percentage point, and (ii) multiplied by the Applicable Ad Valorem Taxes. By way of example, if the number of Reported Jobs as of December 31, 2017 is 23, the Additional Payment would be 37.7% of the Applicable Ad Valorem Taxes [$1 - (23/61) = 0.3770 = 37.7\%$]. In no event shall the Additional Payment plus the In Lieu of Tax Payment exceed 100% of the Applicable Ad Valorem Taxes.

5. **Permitted Contests.** It is agreed and understood that Lee Co, or any other person, may, in good faith at its own expense, contest the Applicable Ad Valorem Taxes, or the amount of any In Lieu of Tax Payments based thereon, after paying the contested amounts under protest. In the event of any such contest, Lee Co or such other person, as applicable, may permit the taxes or the In Lieu of Tax Payments so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Issuer shall notify Lee Co or such other person as applicable, that by non-payment of such items the Facility, or any part thereof, may be imminently subject to loss or forfeiture, in which event such taxes, In Lieu of Tax Payments, assessments or charges shall be promptly paid or secured by posting a bond in form and substance satisfactory to the Issuer. The Issuer shall, if requested by Lee Co or such other person, as applicable, and provided that the Issuer shall be indemnified and held harmless by Lee Co against and from all costs and expenses (including attorneys' fees) which may be reasonably incurred by the Issuer in connection therewith, cooperate fully with Lee Co or such other person, as applicable, in any such contest.

6. **Reports and Document Filing.**

(a) **Annual Report Pursuant to the Act.** Annually, the Company's tenant shall file the report required to be filed pursuant to Section 7-53-305(e) of the Act on or before October 1 of each year with respect to the Facility. A copy of this report shall also be filed with the County Assessor of Property. This form can be filed online at <http://www.comptroller.tn.gov/IDBHED/>, if desired.

(b) **Cost Versus Benefits Analysis.** The Company and Lee Co hereby submit the "Cost Versus Benefits Analysis For Payment In Lieu of Ad Valorem Tax" form attached hereto as **Schedule 6(b)** and incorporated herein by this reference as required by T.C.A. Section 7-53-305(b) of the Act.

(c) **Tax Bill to be Sent by County.** Issuer shall endeavor in good faith to cause the Williamson County Trustee to send a bill for the In Lieu of Tax Payments to the Company, Lee Co and Issuer on or before the first (1st) day of November of each year, and the payment thereof shall be made by the Company or Lee Co, as applicable, on or before the last day of February for In Lieu of Tax Payments for the immediately preceding year.

(d) **Company Certification.** On or before January 31, 2018, and on or before January 31 of each year thereafter through January 31, 2021, Lee Co. shall certify to the Issuer the number of Reported Jobs as of the end of each month as of December 31 each year beginning with year 2017.

Abatement Year	Employment As Of	Reported by
2017	12/31/2017	1/31/2018
2018	12/31/2018	1/31/2019
2019	12/31/2019	1/31/2020
2020	12/31/2020	1/31/2021
2021	12/31/2021	1/31/2022

- 1) Lee Co shall submit the employment information outlined above in the form attached hereto as **Schedule 6(d)** (the "**Employment Certification Form**").
- 2) Lee Co hereby agrees the Issuer shall have the right to audit and examine records of Lee Co in order to verify the employment information required by this Agreement furnished by Lee Co to the Issuer.

7. **Penalties and Late Charges.** The Company or Lee Co shall make the In Lieu Payments for each year before March 1 of the following year, provided that the Company shall have received from the Trustee a written notice therefor at least thirty (30) days prior to such due date. All In Lieu Payments shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If the Company or Lee Co fail to make any In Lieu Payment when due, and such failure to pay shall continue and not be fully paid within thirty (30) days after written notice of such non-payment has been provided to the Company and Lee Co (the "**Written Notice**"), then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount. If any failure to pay shall continue and not be fully paid within sixty (60) days after the Written Notice of such non-payment has been provided to the Company and Lee Co, then the Issuer may terminate this Agreement in addition to any remedies in law or equity.

(b) If the Company should fail to pay all amounts and late charges due as provided hereinabove, then the Issuer may bring suit in the Chancery Court of Williamson County to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees. Notwithstanding the terms and

conditions of this **Section 7(b)**, The Company agrees that it shall be liable for all In Lieu Payments that the Issuer seeks to recover pursuant to this **Section 7(b)**.

8. Termination of the Agreement.

(a) In addition to all other provisions herein regarding the termination of this Agreement, this Agreement shall automatically terminate, if the Company or Lee Co:

- 1) ceases to lease the Facility from the Issuer or its assignee or sublessee;
- 2) ceases to operate the Project;
- 3) subleases the Facility or Project to any third party, or
- 4) does not comply with covenants contained herein, including but not limited to **Section 9**.

(b) Upon any automatic termination of this Agreement:

- 1) The Issuer shall provide written notice of such termination to the Company and Lee Co,
- 2) Within fifteen (15) days of receiving said notice, the Company shall sign all required documents to transfer the Facility from the Issuer to the Company, and
- 3) The Applicable Ad Valorem Taxes on the Property shall become assessed and paid at one hundred percent (100%).

9. Covenants of the Company. The Company and Lee Co, in consideration of the agreements of the Issuer herein contained, covenants and agrees as follows:

(a) To cause the Facility to be developed and constructed on the Property in accordance with applicable zoning and other regulatory limitations and regulatory approvals of Williamson County and the City of Franklin;

(b) to convey to the Issuer all real property upon which improvements and/or structures are constructed and to enter into an agreement to make payments for lease of such property in lieu of ad valorem taxes in accordance with the payment schedule as set out in this Agreement;

(c) Upon the request of the IDB or Company, reacquire the Facility (including the Property) conveyed to the IDB for a nominal amount upon the expiration or termination of the PILOT Agreement with the IDB, to sign such documentation reasonably necessary to complete the transfer to the Company;

(d) to comply with all regulations of the City of Franklin; and

(e) to not discriminate on the basis of race, color, creed, sex, handicap or national origin in the course of doing business, or in the construction of the Project.

In the event that the Company or Lee Co fail to comply with any of the covenants contained in this Agreement, the County In Lieu of Tax Payments shall both become 100% of the ad valorem taxes which would be due on the Project were it privately owned.

10. Lien on Facility. Any amounts which remain payable after their applicable date under this Agreement shall become a lien on the Facility, and such lien shall be enforceable against the Facility in the event that any payment owing hereunder is not timely made in accordance with this Agreement.

11. Miscellaneous.

(a) **Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original and which together shall constitute one and the same agreement.

(b) Notices, Etc. All notices, certificates or other communications hereunder shall be in writing and shall be deemed given sufficiently when delivered or mailed by one or more of the following: first class United States certified mail, postage prepaid; return receipt requested; hand delivery or courier service with receipt acknowledged or refused; or overnight delivery service with receipt acknowledged or refused, to the following addresses:

if to the Issuer
**INDUSTRIAL DEVELOPMENT BOARD OF
WILLIAMSON COUNTY, TENNESSEE**
Attn: Mrs. Gayle Moyer Harris
306 Public Square
Franklin, TN 37064

if to the Company
LEEKO III, LLC.

Attn: _____

with a copy to ,
BUERGER, MOSELEY & CARSON, PLC
Attn: Kenneth J. Young
306 Public Square
Franklin, Tennessee 37064

with a copy to
ADAMS AND REESE LLP
Attn: Russell Harwell
424 Church Street, Suite 2700
Nashville, Tennessee 37219

if to the Trustee,
WILLIAMSON COUNTY TRUSTEE
Williamson County Administrative Complex
1320 West Main Street
Franklin, Tennessee 37064

if to the Assessor,
WILLIAMSON COUNTY PROPERTY ASSESSOR
Williamson County Administrative Complex
1320 West Main Street
Franklin, Tennessee 37064

or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

(c) No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

(d) Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

(e) No Liability of Issuer's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Issuer, whether past, present or future, either directly or through the Issuer. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

(f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

(g) **Governing Law.** The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee. An action, suit, or other proceeding concerning this Agreement must be brought and maintained only in a state court of competent jurisdiction sitting in Williamson County, Tennessee.

(h) **Amendments.** This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

(i) **Transfer or Assignment.** The Company may transfer or assign its rights and obligations hereunder to another entity or other entities subject to the consent and approval of the Issuer. At such time as the Company transfers its rights and obligations hereunder to another entity, the Company shall be released from all obligations under this Agreement, except for those obligations accruing before the date of transfer, and the buyer or assignee shall agree in writing to be liable for all remaining obligations hereunder before the Company is released from any obligations hereunder.

(j) **Third Party Beneficiaries.** The parties acknowledge and agree that the City and the County are third party beneficiaries of this Agreement. Except for the City and the County, the terms and provisions of this Agreement are intended solely for the benefit of the Company, the Issuer and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and date first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF
WILLIAMSON COUNTY**, a Tennessee non-profit
corporation

ATTEST:

Secretary

By: _____
Name: _____
Title: _____

LEEKO III PROJECT, LLC, a Tennessee Limited Liability
Company

By: _____
Name: _____
Title: _____

LEE COMPANY, a Tennessee for profit company

By: _____
Title: _____

**THE WILLIAMSON COUNTY TRUSTEE AND WILLIAMSON COUNTY PROPERTY ASSESSOR ARE
ONLY SIGNING THIS AGREEMENT TO ACKNOWLEDGE THE TERMS AND RECEIPT OF THIS
AGREEMENT.**

TRUSTEE:

ASSESSOR:

Karen Paris, Williamson County Trustee

Brad Coleman, Williamson County Property Assessor

E:\Project L - Lee Company\PILOT Agreement\2015.10.20 - Tax Agreement.doc

DRAFT

SCHEDULE 6(b)

COST VERSUS BENEFIT ANALYSIS FOR PAYMENT IN LIEU OF AD VALOREM TAX FORM

[see attached]

DRAFT

SCHEDULE 6(d)
“EMPLOYMENT CERTIFICATION FORM”

MONTHLY EMPLOYMENT REPORT
FOR THE YEAR JANUARY 1, ____ TO DECEMBER 31, ____

For the period and as of the dates described, the following total full time equivalent employees have been employed.

Total Full Time Equivalent Employees as of:	Employees
January 31, _____	_____
February 28/29, _____	_____
March 31, _____	_____
April 30, _____	_____
May 31, _____	_____
June 30, _____	_____
July 31, _____	_____
August 31, _____	_____
September 30, _____	_____
October 31, _____	_____
November 30, _____	_____
December 31, _____	_____

I hereby certify on behalf of LEE COMPANY that the above information is true and correct as of the date hereof.

LEE COMPANY

By: _____

Name (Please Print)

Title (Please Print)

Date

RESOLUTION

Resolution authorizing and approving all documents, instruments, actions, and matters, necessary or appropriate for, or pertaining to, entering into a Tax Agreement and the possible issuance by the **INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE** of its Series A Note in the principal amount not to exceed Twenty-Four Million and No/100 Dollars (\$24,000,000.00) and certain related documents in connection with the foregoing.

WITNESSETH:

WHEREAS, the Industrial Development Board of Williamson County, Tennessee (the “**Issuer**”), is a public, nonprofit corporation organized and existing under, and by virtue of, the provisions of Chapter 53, Title 7, Tennessee Code Annotated, as amended (the “**Act**”); and

WHEREAS, the purpose of the Act, as stated therein, being to authorize the incorporation in the several municipalities in the State of Tennessee of public corporations to finance, acquire, construct, own, lease, equip and/or dispose of properties to the end that such corporations may be able to, among other things, maintain and increase employment opportunities by promoting industry, trade, commerce, tourism, and recreation by inducing manufacturing, industrial, governmental, educational, financial service, commercial, and recreational enterprises to locate or to remain in the State of Tennessee; and

WHEREAS, the Issuer is authorized by the Act to, among other things, acquire, construct and equip projects (as defined in the Act), enter into loan agreements and otherwise borrow money for the purpose of carrying out its powers, lease projects to others and to charge and collect rent therefor, sell projects to others through options in leases or otherwise, secure its indebtedness with its interest in projects or any part thereof, with a pledge of the revenues and receipts therefrom, and by a pledge of its interest under the leases relating thereto, and to negotiate and require payments in lieu of ad valorem taxes; and

WHEREAS, to induce LEEKO III, LLC, a Tennessee limited liability company (the “**Company**”), to acquire and construct a central business office located in Williamson County, Tennessee (as further defined in the Facility Lease, the “**Facility**”), the Issuer desires to acquire and own the Facility, which shall be leased by the Issuer to the Company pursuant to a certain Facility Lease Agreement (as amended or supplemented from time to time, the “**Facility Lease**”) and Company shall lease the Facility to Lee Company (“**Lee Co**”); and

WHEREAS, the Board of Directors of the Issuer, pursuant to Section 7-53-102 of the Act, has found and determined that the agreement by the Issuer to acquire, construct, and lease such central business office will develop trade and commerce in and adjacent to Williamson County, Tennessee (the “**County**”), will contribute to the general welfare, will alleviate conditions of unemployment and has induced or will induce the Company to acquire, construct and operate the Facility, thereby increasing employment opportunities in the County; and

WHEREAS, the Issuer is authorized by law and has deemed it necessary to borrow money for the purpose of acquiring and constructing the Facility, and to that end, if Company desires to have Issuer issue notes for the acquiring and constructing the Facility, Issuer herein duly authorizes and directs the issuance of its not exceeding Twenty-Four Million and No/100 Dollars (\$24,000,000.00) Industrial Development Revenue Note, Series A (**LeeKo III Project**) (the “**Series A Note**” or the “**Debt**”) the proceeds of which shall be used for, among other things, the payment of the Costs of the Facility under and pursuant to the Facility Lease; and

WHEREAS, the Issuer is authorized by law and has deemed it necessary to acquire and construct the Facility (the Facility being sometimes referred to as the “**Project**”) as aforesaid; and

WHEREAS, if the Issuer issues the Series A Note, it is authorized by law and deems it necessary to enter into a certain Collateral Assignment of Facility Lease (the “**Assignment of Facility Lease**”) and a certain Deed of Trust, Assignment of Leases and Security Agreement (the “**Deed of Trust**”) to secure, inter alia, the loan of the indebtedness evidenced by the Series A Note; and

WHEREAS, in connection with the Facility Lease, the Issuer is authorized by law and deems it necessary to enter into a certain Tax Agreement (the “**Tax Agreement**”) by and between the Issuer and the Company to memorialize their understanding regarding a tax abatement and provisions for certain in lieu of ad valorem tax payments for the Project during the term of such leases; and

WHEREAS, the agreement to make payments in-lieu-of taxes shall obligate Leeko and/or Lee Company to make payments in-lieu-of taxes to the City of Franklin (the “**City**”) and Williamson County, Tennessee equal to the percentage of taxes as shown on the following schedule which would be payable if the Facility were privately-owned:

	Tax Years	In-Lieu-of Taxes Payment %	Maximum Abatement over 5 years
City of Franklin	2017	0%	\$80,248.00
	2018	0%	
	2019	0%	
	2020	0%	
	2021	0%	
Williamson County (Education Property Tax)	2017	100%	\$0.00
	2018	100%	
	2019	100%	
	2020	100%	
	2021	100%	
Williamson County (Non-Education Property Tax)	2017	0%	\$422,786.00
	2018	0%	
	2019	0%	
	2020	0%	
	2021	0%	

WHEREAS, for purposes of the foregoing schedule, the First Tax Year shall be 2017, and prior to the first Tax Year, Leeko and/or Lee Company shall be obligated to make payments in-lieu-of taxes to the City of Franklin and Williamson County equal to the taxes which would be due on the Facility were it privately-owned.

WHEREAS, the following documents will be required, regardless of whether the Issuer issues the Series A Note, in connection with the transactions herein contemplated, and are approved by the Issuer:

1. The proposed form of the Tax Agreement.
2. The proposed form of the Facility Lease;

WHEREAS, if the Issuer issues the Series A Note, the following documents will be required in connection with the transactions herein contemplated, and are approved by the Issuer:

1. The proposed form of the Series A Note;
2. The proposed form of the Assignment of Facility Lease;
3. The proposed form of the Deed of Trust; and

WHEREAS, it appears to the Issuer that all of such documents are, or will be in due form and that the execution, delivery, and implementation thereof will be necessary and advantageous to the Issuer in furthering the purposes of the Act.

NOW, THEREFORE, be it resolved by the Board of Directors of the Industrial Development Board of Williamson County, Tennessee as follows:

Section 1. Findings with Respect to the Project. The Issuer hereby finds with respect to the Project that the acquisition, construction and leasing thereof by means of the Series A Note, the Facility Lease, the Assignment of Facility Lease, the Deed of Trust and the Tax Agreement will develop trade and commerce in and adjacent to the County, will contribute to the general welfare and will alleviate conditions of unemployment; and that the acquisition, construction and leasing of the Project, and the tax abatement and payments in lieu of ad valorem taxes under the Tax Agreement, will be necessary and advantageous in furthering the Issuer's public purposes under the Act.

Section 2. Approval of the Series A Note. If issued, the officers of the Issuer are hereby authorized, empowered, and directed to execute the Series A Note and all documents, from and after the execution and delivery of the Series A Note, as may be necessary or convenient to carry out and to comply with the provisions of the Series A Note, as executed and delivered.

Section 3. Approval of the Facility Lease. The Chairman and the Secretary of the Issuer, or either of them, are hereby authorized, empowered and directed to execute, acknowledge and deliver said Facility Lease in the name, and on behalf, of the Issuer.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Facility Lease, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out and to comply with the provisions of said Facility Lease.

Section 4. Approval of the Assignment of Facility Lease. The Chairman and the Secretary of the Issuer, or either of them, are hereby authorized, empowered and directed to execute, acknowledge and deliver said Assignment of Facility Lease in the name, and on behalf, of the Issuer.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Assignment of Facility Lease, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out and to comply with the provisions of said Assignment of Facility Lease, as executed and delivered.

Section 5. Approval of the Deed of Trust. The Chairman and the Secretary of the Issuer, or either of them, are hereby authorized, empowered and directed to execute, acknowledge and deliver said Deed of Trust in the name, and on behalf, of the Issuer.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Deed of Trust, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out and to comply with the provisions of said Deed of Trust, as executed and delivered.

Section 6. Approval of the Tax Agreement. The Chairman and the Secretary of the Issuer, or either of them, are hereby authorized, empowered and directed to execute, acknowledge and deliver said Tax Agreement in the name, and on behalf, of the Issuer.

The officers of the Issuer are hereby authorized, empowered, and directed, from and after the execution and delivery of the Tax Agreement, to do all acts and things, and to execute all documents, as may be necessary or convenient to carry out and to comply with the provisions of said Tax Agreement, as executed and delivered.

Section 7. Miscellaneous Acts. The appropriate officers of the Issuer are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, memoranda and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Resolution or any of the documents herein authorized and

approved, or for the acquisition, construction and equipping of the Project for the foregoing purposes, including, without limitation, the execution, delivery and recordation of any deeds, bills of sale, invoices, financing statements, memoranda, certificates or other documents or instruments as they may deem necessary or desirable in connection with the foregoing.

Section 8. Limited Obligation and Liability. If issued, the Series A Note, and the interest payable thereon, are limited obligations of the Issuer, and shall not be deemed to constitute a general debt or liability of the Issuer, except insofar as the same is payable solely from such special sources and funds provided therefor in accordance with the provisions thereof and the provisions of the Facility Lease.

Neither the City, the County, and the State, nor any other political subdivision thereof, shall be liable for the payment of the principal of or the interest on the Debt or for the performance of any pledge, mortgage, obligation, agreement, or certification, of any kind whatsoever of the Issuer, and neither the Series A Note nor any of the pledges, mortgages, agreements, obligations or certifications of the Issuer shall be construed to constitute an indebtedness of the City, the County, or the State, or any other political subdivision thereof, within the meaning of any constitutional or statutory provisions whatsoever.

No recourse shall be had against any incorporator, member, director, or officer, as such, past, present, or future, of the Issuer (i) under or upon any statement, obligation, covenant, agreement or certification contained in any of the foregoing documents, including, without limitation, the Series A Note or any other document or certification whatsoever; (ii) under any judgment obtained against the Issuer; (iii) by the enforcement of any assessment against the Issuer; (iv) by any legal or equitable proceeding; (v) by virtue of any constitution or statute or otherwise or (vi) under any circumstances, under or independent of the foregoing documents, including, without limitation, the Series A Note or any other document or certification whatsoever, either directly or through the Issuer, or otherwise, for the payment for, or to, the Issuer, or any receiver thereof, or from, or to, the holder of the Series A Note for any sum that may be due and unpaid by the Issuer upon the Series A Note, or the interest payable thereon. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, to respond by reason of any act or omission on his or her part or otherwise for, directly or indirectly, the payment for, or to, the Issuer or any receiver thereof, or for, or to, the holder of the Series A Note, or the interest payable thereon, shall be deemed to have been waived and released as a condition of, and consideration for, the execution of the aforesaid documents.

Section 9. Captions. The captions or headings in this Resolution are for convenience only and shall in no way define, limit, or describe the scope or intent of any provision hereof.

Section 10. Partial Invalidity. If any one or more of the provisions of this Resolution, or of any exhibit or attachment thereof, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but this Resolution, and the exhibits and attachments thereof, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

SIGNATURE PAGE FOLLOWS

Approved and adopted this 20th day of October, 2015.

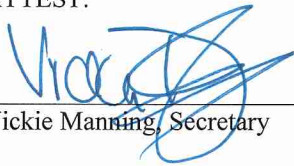
ISSUER:

**INDUSTRIAL DEVELOPMENT BOARD OF
WILLIAMSON COUNTY, TENNESSEE**

By:


Gayle Moyer Harris, Chairman

ATTEST:

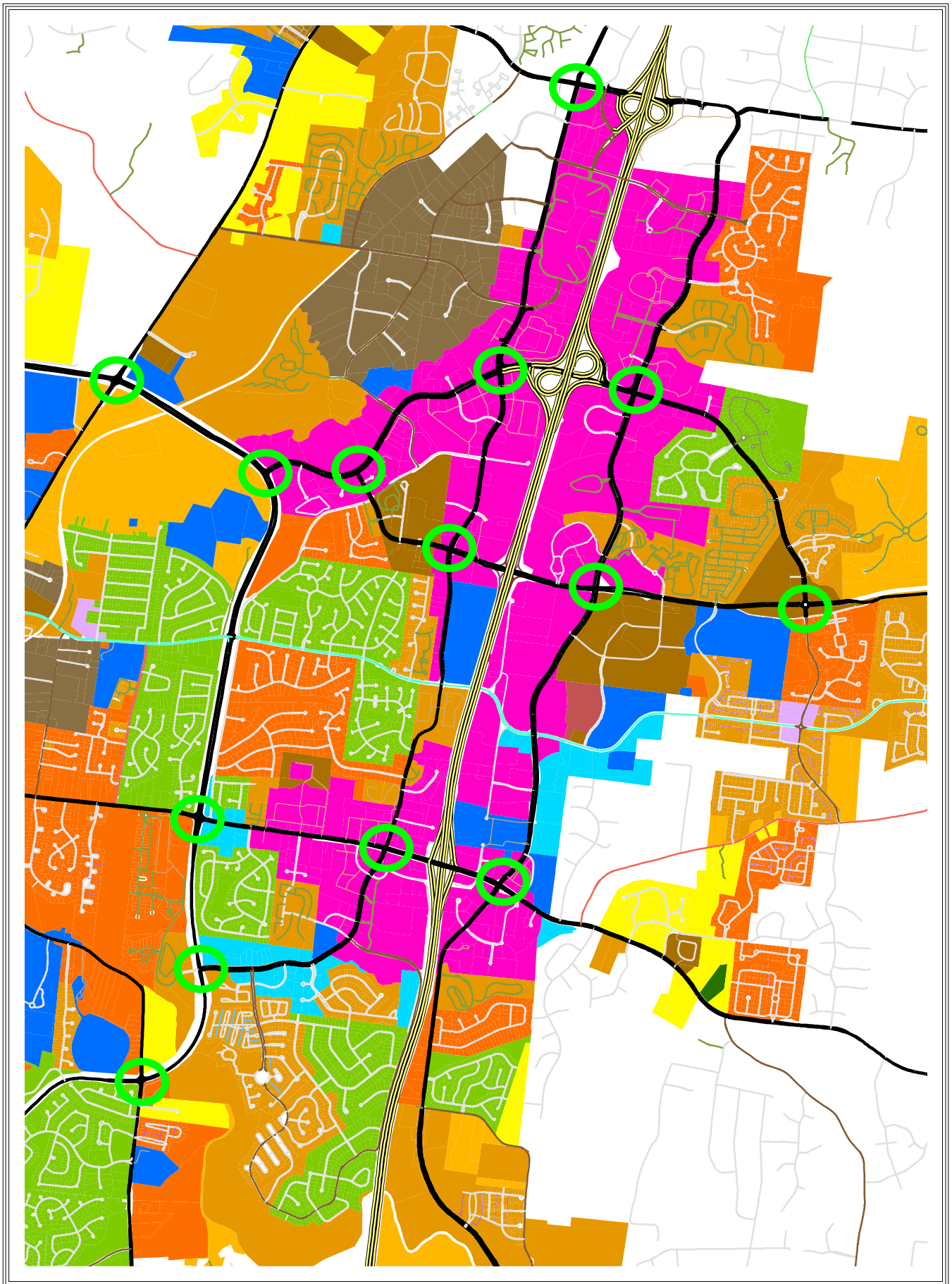

Vickie Manning, Secretary

Project Lee calculations

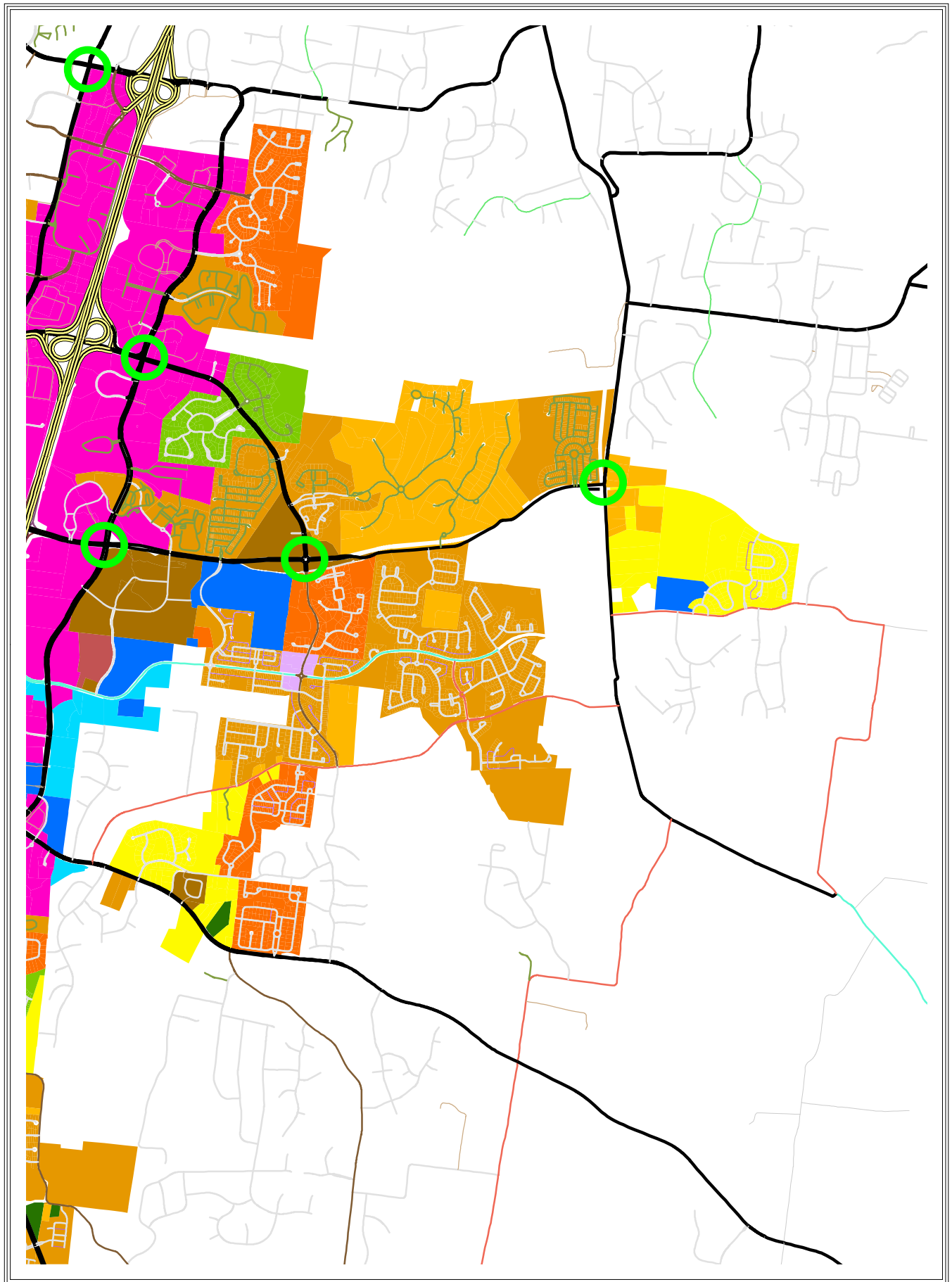
				City Tax Rate**	TAX RATE ABATEMENT	TAX RATE COLLECTIONS		City Tax ABATEMENT	City Tax Collection	Total
Year	Market Value	Assessed Value						41.4%	58.6%	100.0%
1	2017	\$20,392,500	\$8,157,000	\$0.4065	\$0.1681	\$0.2384		\$13,715	\$19,443	\$33,158
2	2018	\$20,392,500	\$8,157,000	\$0.4065	\$0.1681	\$0.2384		\$13,715	\$19,443	\$33,158
3	2019	\$20,392,500	\$8,157,000	\$0.4065	\$0.1681	\$0.2384		\$13,715	\$19,443	\$33,158
4	2020	\$20,392,500	\$8,157,000	\$0.4065	\$0.1681	\$0.2384		\$13,715	\$19,443	\$33,158
5.0%	5	2021	\$21,412,125	\$8,564,850	\$0.4065	\$0.1681	\$0.2384	\$14,401	\$20,415	\$34,816
	6	2022	\$21,412,100	\$8,564,840	\$0.4065	\$0.1681	\$0.2384	\$0	\$34,816	\$34,816
	7	2023	\$21,412,100	\$8,564,840	\$0.4065	\$0.1681	\$0.2384	\$0	\$34,816	\$34,816
	8	2024	\$21,412,100	\$8,564,840	\$0.4065	\$0.1681	\$0.2384	\$0	\$34,816	\$34,816
	9	2025	\$21,412,100	\$8,564,840	\$0.4065	\$0.1681	\$0.2384	\$0	\$34,816	\$34,816
5.0%	10	2026	\$22,482,705	\$8,993,082	\$0.4065	\$0.1681	\$0.2384	\$0	\$36,557	\$36,557
	11	2027	\$22,482,705	\$8,993,082	\$0.4065	\$0.1681	\$0.2384	\$0	\$36,557	\$36,557
10 year totals								\$69,263	\$310,564	\$379,827
CAP								\$80,248		
Difference								<u><u>-\$10,985</u></u>		

reappraisal years marked in blue

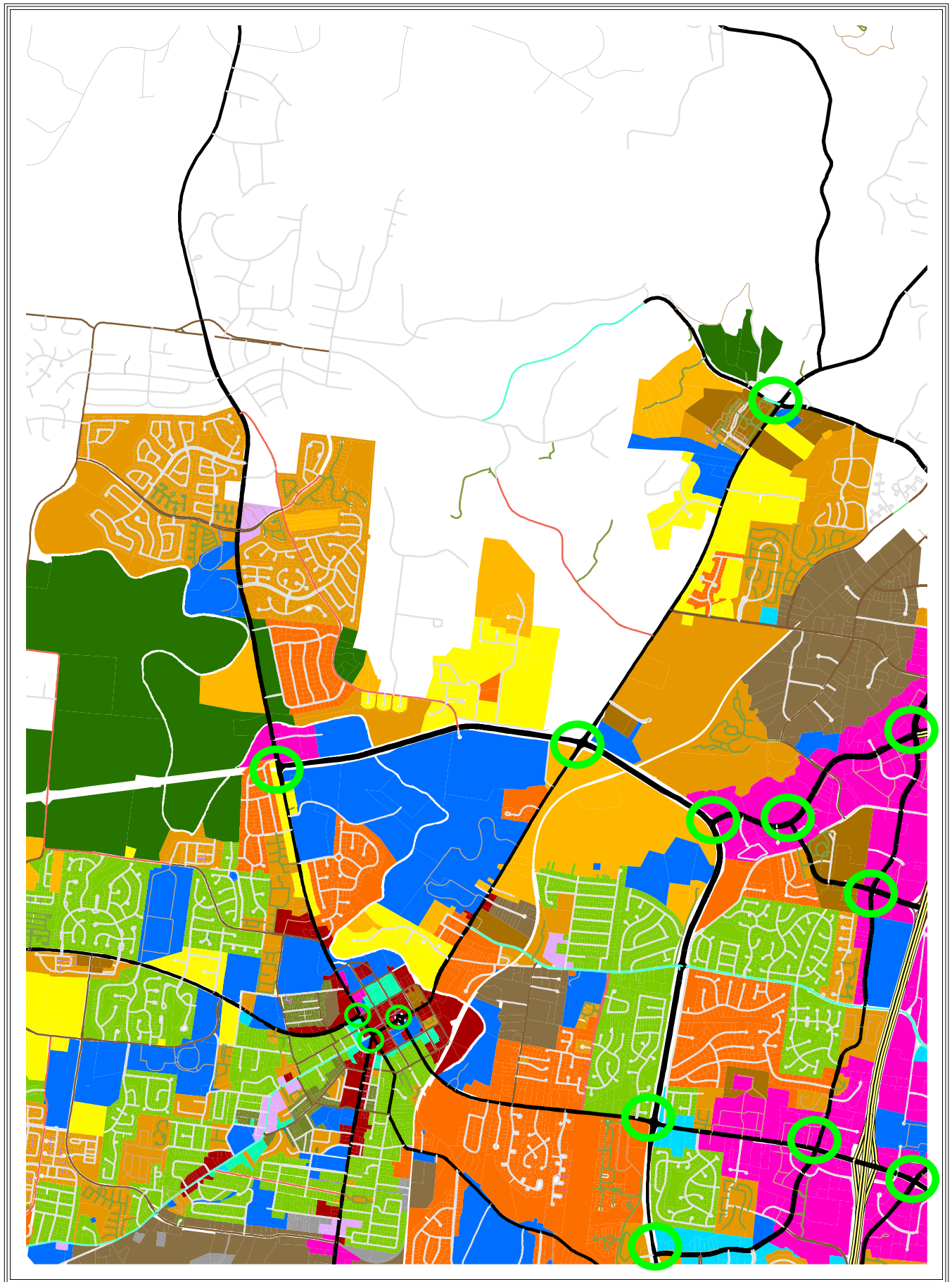
Cool Springs Corridor



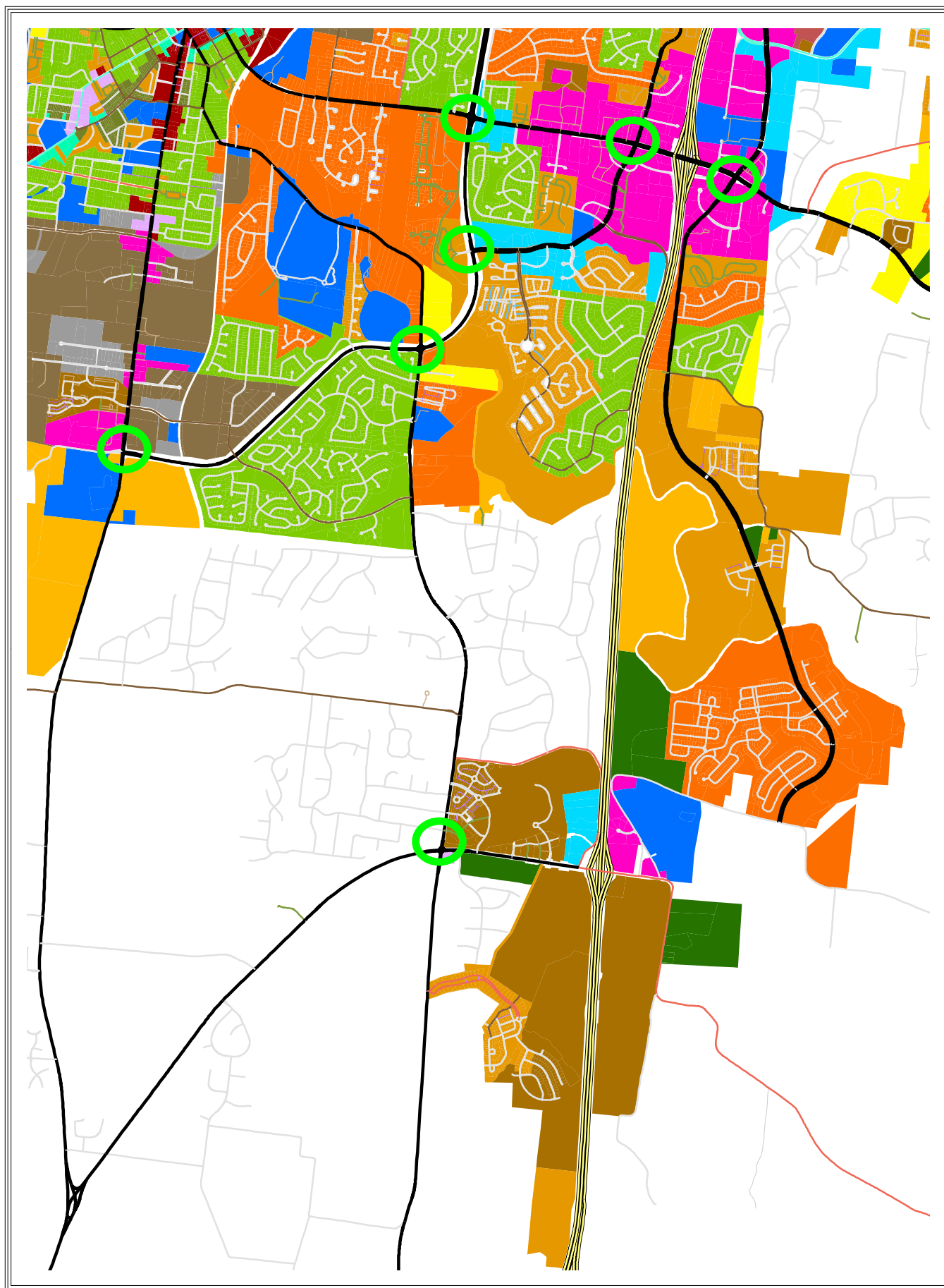
Eastern Quadrant



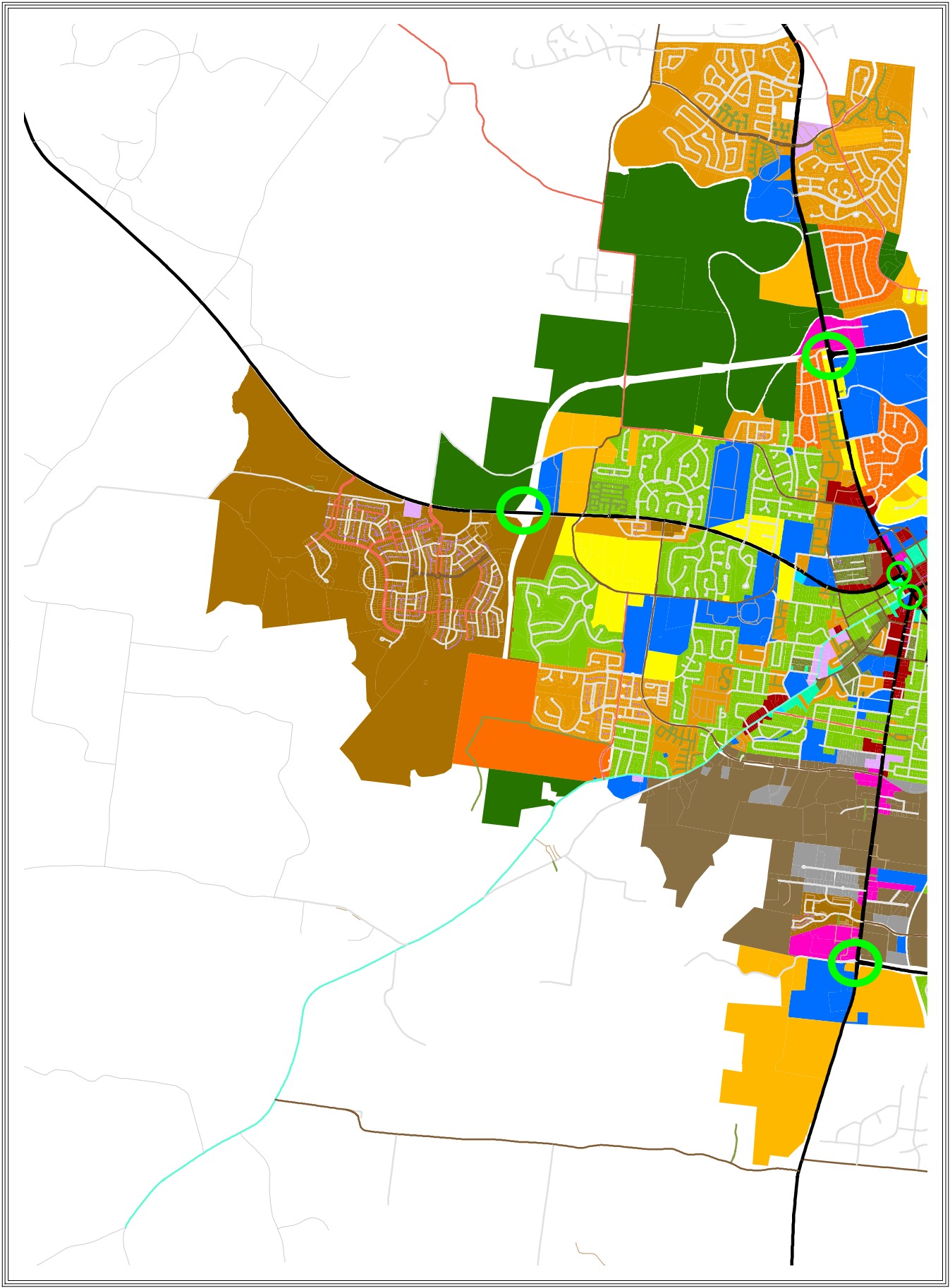
Northern Quadrant



Southern Quadrant



Western Quadrant



**ORDINANCE 2015-51
(AS AMENDED)**

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, CHAPTER 3, SECTION 3.2, SUBSECTION 3.2.7(5) PERTAINING TO CONVENIENCE STORES AND AUTOMOTIVE FUEL SALES AND TO AMEND CHAPTER 5, SECTION 5.3, SUBSECTION 5.3.6(3) PERTAINING TO AUTOMOTIVE USES ON LOTS LOCATED AT MAJOR INTERSECTIONS AND TO MODIFY FIGURE 5-37 WHICH REFERENCES SUBSECTION 5.3.6 (3) AND TO AMEND CHAPTER 5, SECTION 5.3, SUBSECTION 5.3.6(9) WHICH REFERENCES ROOF TYPES ON NON RESIDENTIAL STRUCTURES.”

WHEREAS, the City of Franklin, Tennessee, wishes to promote the orderly development and redevelopment of land within the City; and

WHEREAS, the Franklin Zoning Ordinance contains requirements that regulate land uses and establishes development standards to enhance the quality of developments through superior building and site design standards; and

WHEREAS, the Franklin Zoning Ordinance also contains specific requirements in Chapter 3, Section 3.2, Subsection 3.2.7(5) and Chapter 5, Section 5.3, Subsection 5.3.6(3) that regulate the location of convenience stores and automotive-related uses at the intersection of two public streets; and

WHEREAS, the Franklin Municipal Planning Commission and the Board of Mayor and Aldermen have reevaluated Chapter 3, Section 3.2, Subsection 3.2.7(5) and Chapter 5, Section 5.3, Subsection 5.3.6(3) and have determined that the existing use and development standards specified in the Franklin Zoning Ordinance provide the necessary site development standards needed to ensure that convenience stores and automotive-related uses can be appropriately developed at the intersection of two public streets and that the prohibition against these uses can be removed from the Franklin Zoning Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That Chapter 3, Section 3.2, Subsection 3.2.7(5) of the Franklin Zoning Ordinance shall be, and is hereby, amended to delete the following text noted with a ~~strike through~~, to add the following text noted in **bold**, and is approved to read as follows:

3.2.7 Regulations for Commercial Uses

(5) Convenience Stores and Automotive Fuel Sales

Convenience stores that sell gasoline and facilities for automotive fuel sales are prohibited from locating ~~at the intersection of two public streets~~ **adjacent to residentially zoned properties or properties whose primary use is residential in nature; unless approved by the Board of Mayor and Alderman as part of a PUD Development Plan.**

SECTION II. That Chapter 5, Section 5.3, Subsection 5.3.6(3) of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**, and is approved to read as follows:

5.3.6 Nonresidential and Mixed-Use Development

(3) Major Intersections

Lots located on a street intersection composed of ~~one~~ **two** or more **major or minor** arterials shall not include an automotive fuel sales or other automotive-oriented service and sales use, including, but not limited to, automobile sales or leasing establishments.

SECTION III. That Chapter 5, Section 5.3, Subsection 5.3.6(3), Figure 5-37 of the Franklin Zoning Ordinance is hereby amended to modify the following illustration and caption text noted with a ~~striketrough~~; to add the following text noted in **bold**, and is approved to read as follows:



Figure 5-37: Corner lots on major intersections ~~can be~~ **are inappropriate** places for automobile fuel sales or similar automobile service and sales uses. See Section 5.3.6(3) for prohibited locations.

SECTION IV. That Chapter 5, Section 5.3, Subsection 5.3.6 (9) of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~striketrough~~; to add the following text noted in **bold**, and is approved to read as follows:

(e) For structures intended for automotive fuel sales or automotive-oriented service uses, pitched roofs shall be required for the principal structure and associated canopies. Canopies shall also meet the requirements of Section 4.1.6(2).

SECTION V.

BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

By: _____

Eric Stuckey
City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley
City Attorney

CITY OF FRANKLIN, TENNESSEE:

By: _____

Dr. Ken Moore
Mayor

PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PLANNING COMMISSION RECOMMENDED: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____

ORDINANCE 2015-55

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, CHAPTER 3, SECTION 3.2, SUBSECTION 3.2.3, TABLE 3-2 ENTITLED “PERMITTED USES” AND CHAPTER 3, SECTION 3.2, SUBSECTION 3.2.5(1)(b) TO ADD THE USE CLASSIFICATION CLINICS AS A PERMITTED USE IN THE CC – CENTRAL COMMERCIAL DISTRICT AND AMEND CHAPTER 5, SECTION 5.9, SUBSECTION 5.9.4, TABLE 5-9 ENTITLED “MINIMUM OFF-STREET PARKING STANDARDS [1] [2] [3] [4] [6]” TO REVISE THE USE TYPE FOR CLINICS.”

WHEREAS, the Franklin Land Use Plan encourages a diverse mixture of land uses in the Central Franklin Character Area in the Downtown Core and in proposed mixed-use Centers; and

WHEREAS, the CC-Central Commercial District is intended to provide for a mixture of land uses to meet the need for professional services, specialty shops, public and semipublic uses, and attached and detached residential dwellings; and

WHEREAS, the Use Classification, Clinics, includes professional offices for medical professionals including but not limited to, physicians, dentists, and other related medical practitioners; and

WHEREAS, this text amendment to add the Use Classification, Clinics as a permitted use in the CC-Central Commercial District is consistent with the Franklin Land Use Plan and is in the best interest of the citizens of Franklin.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That Chapter 3, Section 3.2, Subsection 3.2.3, Table 3-2, Permitted Uses, of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

3.2.3 Use Table

...

TABLE 3-2: PERMITTED USES

TABLE 3-2: PERMITTED USES																					
Use Types “P” = Permitted	Base Zoning Districts																		Additional Requirements		
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI			CI
CIVIC AND INSTITUTIONAL USES																					
Clinics									P					P	P	P	P			P	Sec. 3.2.5 (1)

SECTION II. That Chapter 3, Section 3.2, Subsection 3.2.5(1)(b), of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

3.2.5 Regulations for Institutional Uses

(1) General Provisions

...

- (b) Civic and Institutional uses shall be prohibited on lots of less than two acres, however, no minimum lot size shall apply where the Civic and Institutional use is part of a PUD approved after July 1, 2008, or proposed on lots in the **CC**, CI, NC, GC, GO, LI, or HI District. This shall not prohibit the use classification of Charitable, Fraternal, or Social Organizations from being allowed as a permitted-use in the Central Commercial (CC) or Office Residential (OR) Districts within all Central Franklin Character Area Overlay Districts, so long as the use is not located on the first floor of the building.

SECTION III. That Chapter 5, Section 5.9, Subsection 5.9.4(2), Table 5-9, Minimum Off-Street Parking Standards [1] [2] [3] [4] [6], of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

5.9.4 Off-Street Parking Standards

...

(2) Minimum Number of Spaces Required

Unless otherwise expressly stated in this section, off-street parking spaces for non-industrial uses shall be provided in accordance with Table 5-9, Minimum Off-Street Parking Standards:

TABLE 5-9: MINIMUM OFF-STREET PARKING STANDARDS [1] [2] [3] [4] [6]				
Use Type	Traditional Areas		Conventional Areas	
	Min. # Spaces / 1,000 sq. ft.	Additional Requirements	Min. # Spaces / 1,000 sq. ft.	Additional Requirements
<i>Civic and Institutional Uses</i>				
Day Care Center	2	▪ 1/emp ▪ 5 stacking/ standing spaces	2	▪ 1/emp ▪ 5 stacking/ standing spaces
All Other Civic and Institutional Uses	---	Subsection 5.9.4(4)	---	Subsection 5.9.4(4)
<i>Office Uses</i>				
Office	2.85	---	4	---
Medical Office	---	Subsection 5.9.4(4)	---	Subsection 5.9.4(4)

SECTION IV. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

October 22, 2015

PASSED FIRST READING:

November 10, 2015

PASSED SECOND READING:

December 8, 2015

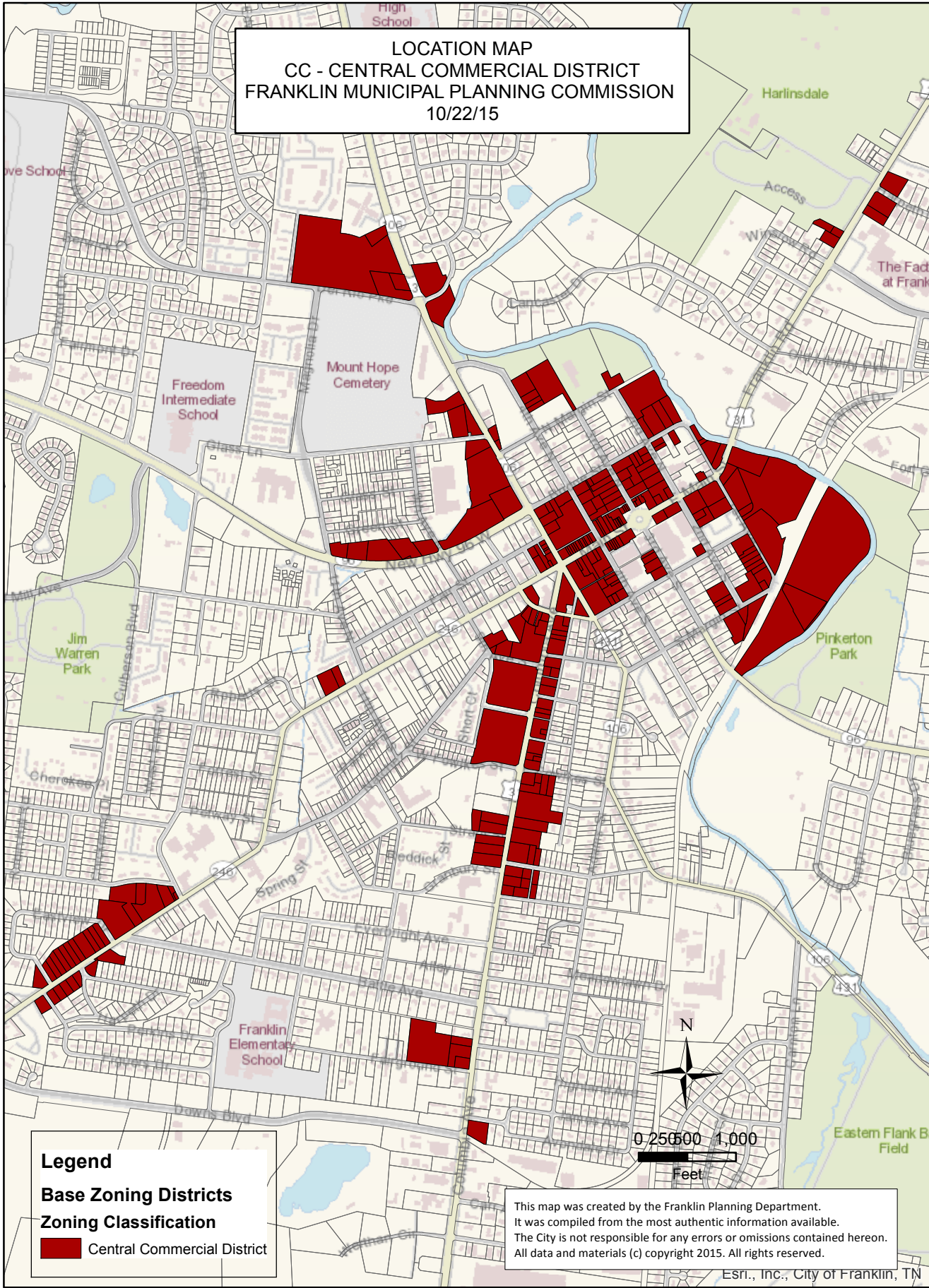
PUBLIC HEARING HELD:

December 8, 2015

PASSED THIRD READING:

January 12, 2016

LOCATION MAP
CC - CENTRAL COMMERCIAL DISTRICT
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/22/15



Legend
Base Zoning Districts
Zoning Classification
Central Commercial District

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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ESRI, Inc., City of Franklin, TN

ORDINANCE 2015-54

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, CHAPTER 3, SECTION 3.3, SUBSECTION 3.3.2, TABLE 3-5 ENTITLED “BASE DISTRICT DENSITY AND BUILDING HEIGHT [1], [2]” AND SECTION 3.5, SUBSECTION 3.5.6 (2)(b)(xi) ENTITLED “LANDSCAPE” AND CHAPTER 5, SECTION 5.5, SUBSECTION 5.5.3(1), TABLE 5-7 ENTITLED “REQUIRED OPEN SPACE SET-ASIDE” IN ORDER TO REVISE THE LANDSCAPE SURFACE RATIO AND OPEN SPACE REQUIREMENTS WITHIN CENTRAL FRANKLIN CHARACTER AREA OVERLAY DISTRICT, SPECIAL AREA CFCO-1 AND SPECIAL AREA CFCO-9.”

WHEREAS, the City of Franklin, Tennessee encourages unique, innovative, and sustainable neighborhood development; and

WHEREAS, the City of Franklin, Tennessee encourages responsibly placed and appropriately sized open spaces for development projects; and

WHEREAS, the area within Central Franklin Character Area Special Area 1 is an urban form and does not lend itself to ample area of open space; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMAN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. That Chapter 3, Section 3.3, Subsection 3.3.2, Table 3-5, Base District Density and Building Height [1], [2], of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

TABLE 3-5: BASE DISTRICT DENSITY AND BUILDING HEIGHT [1], [2]																			
Standard	Base Zoning Districts																		
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	Cd	GO	NC	GC	LI	HI	CI
Gross Residential Density (Max.) [3]	1 per 15 AC	0.5	1.0	2.0	3.0	6.0	[6]	[6]	10	15	20	6.0	6.0						
Building Height in Stories (Max.) [4]	3	3	3	3	3	3	3 [4]	3 [4]	3 [4]	3 [4]	3 [4]	3 [4]	3 [4]	3 [4]	3	3 [4]	3	3	3 [4]

TABLE 3-5: BASE DISTRICT DENSITY AND BUILDING HEIGHT [1], [2]

Landscape Surface Ratio (LSR) (Min.) [8]	.70	.60	.50	.40	.40	.30	.20 [7]	.20 [7]	.30	.30	.30	.40	.10	.30	.15	.30	.20	.20	[5]
---	-----	-----	-----	-----	-----	-----	-------------------	-------------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

NOTES:

[1] For lots in recorded subdivisions or approved planned unit developments (PUDs), the maximum densities shown in this table shall not apply, and the requirements shall be recommended by FMPC and set by BOMA.

[2] Shaded cells indicate that no requirement exists.

[3] In a TOD, the total quantity of dwelling units and/or square feet of nonresidential buildings is limited. See Subsections 5.3.7 and 5.3.10.

[4] A maximum height of four (4) stories, not to exceed a total height of 56 feet, is permitted in PUDs if the building and site design comply with Section 5.3.4, Transitional Features. In addition, buildings within the MECO-4, MECO-5, MECO-9, GCCO-3, GCCO-4a, GCCO-4b, GCCO-4c, and GCCO-4d Character Area Overlay Districts may exceed three (3) stories, but shall not exceed six (6) stories (maximum of 84 feet in height). Buildings located within the HTO District are subject to the provisions of Section 3.4.6 of the Height Overlay District.

[5] Developments using Traditional Area standards shall maintain a minimum LSR of 0.10, and developments using the Conventional Area standards shall maintain a minimum LSR of 0.40.

[6] Approved entitlements shall be determined during the rezoning process; and listed on the Franklin Zoning Map.

[7] SD district LSR requirement is .10 for ~~CFCO-1~~, CFCO-2, CFCO-3, CFCO-7, and CFCO-8 Character Areas.

[8] Development within CFCO-1 and CFCO-9 is exempt from the minimum LSR requirement.

SECTION II. That Chapter 3, Section 3.5, Subsection 3.5.6(2)(b)(xi), of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

3.5.6 CFCO—Central Franklin Character Area Overlay District

...
(2) Special Areas

...
(b) CFCO-1 Standards

...
(xi) Landscape

A.) Street trees shall be provided per the standards established in Chapter 5: Development Standards.

B.) ~~Front yard landscape~~ **Open Space** is not required. See Subsection 5.4.6, Vehicular Use Area Landscape, for applicable interior and perimeter parking lot landscape requirements.

SECTION III. That Chapter 5, Section 5.5, Subsection 5.5.3(1), Table 5-7, Required Open Space Set-Aside”, of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

TABLE 5-7: REQUIRED OPEN SPACE SET-ASIDE						
Location of Development	Residential Development			Nonresidential and Mixed-use Development		
	Total Open Space Set-Aside (% of gross Development size) [4]	% Formal (% of total set-aside) [2]	% Informal (% of total set-aside) [2] [3]	Total Open Space Set-Aside (% of gross development size)	% Formal (% of total set-aside) [2]	% Informal (% of total set-aside) [2]
Traditional Areas [1][5]	5%	100%	None	3%	100%	None
Conventional Areas	15%	33%	66%	5%	100%	None
NOTES: [1] Development within traditional areas and within mixed-use developments may substitute the provision of amenity features for formal open space set-aside area as provided in this subsection. [2] In the event that the required percentage figure results in an open space set-aside smaller than one acre, then the city may require a fee-in-lieu as an alternative. [3] Because not all sites contain natural features appropriate as informal open space, open space provided in accordance with the formal open space requirements may be credited toward fulfilling the informal open space requirement. [4] Informal open space located within Hamlets or Conservation Subdivisions shall be provided in accordance with the applicable standards in Subsections 5.3.7 and 5.3.8. [5] There is no required open space set-aside, formal or informal, for development within CFCO-1 and CFCO-9.						

SECTION IV. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

By: _____

Eric Stuckey

Dr. Ken Moore

City Administrator/Recorder

Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

October 22, 2015

PASSED FIRST READING:

November 10, 2015

PASSED SECOND READING:

December 8, 2015

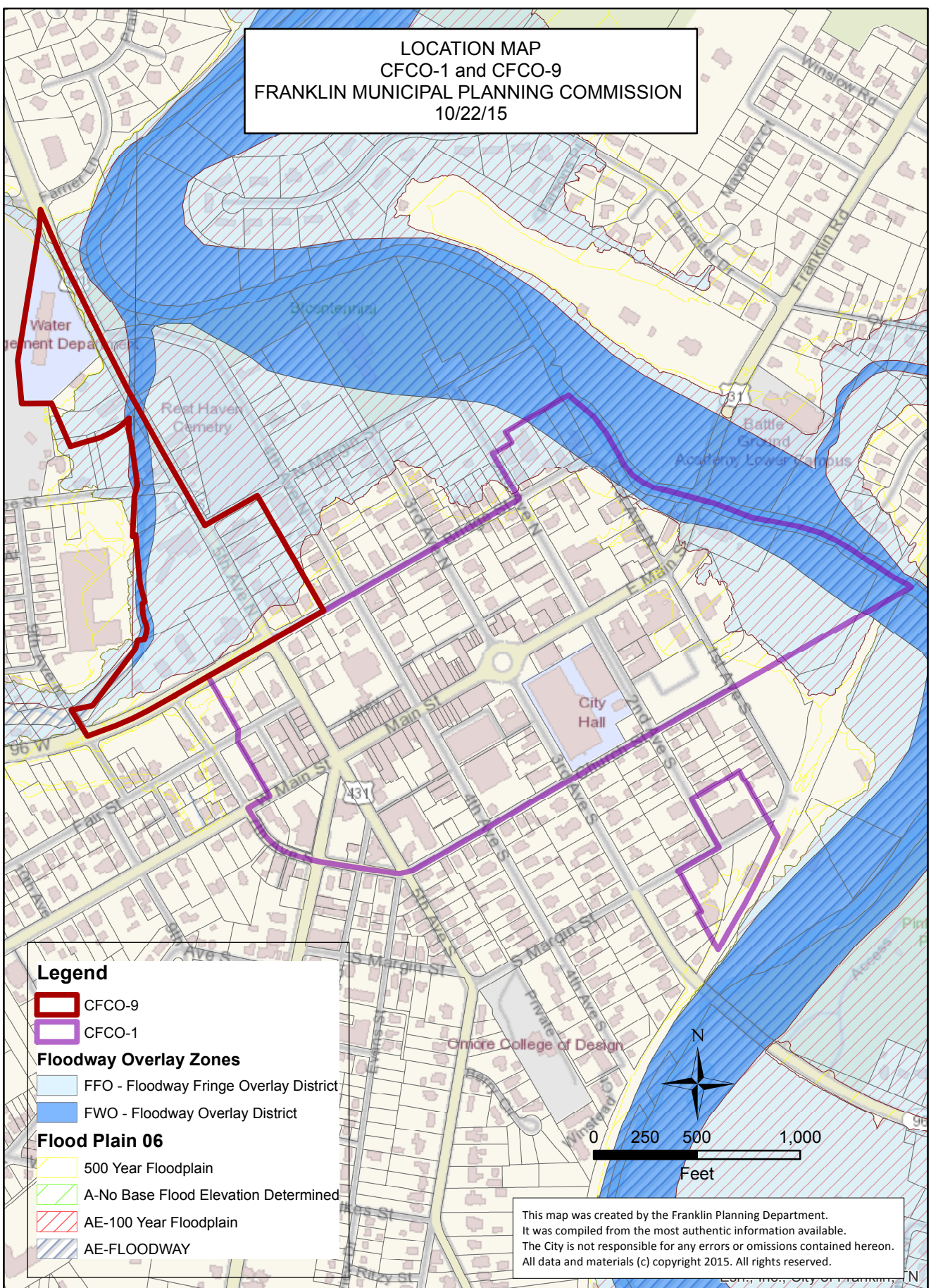
PUBLIC HEARING HELD:

December 8, 2015

PASSED THIRD READING:

January 12, 2016

LOCATION MAP
CFCO-1 and CFCO-9
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/22/15



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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ORDINANCE 2015-59

AN ORDINANCE TO REZONE 5.19 ACRES FROM SPECIFIC DEVELOPMENT SD-R 9.16 TO ATTACHED RESIDENTIAL RM-20 FOR THE PROPERTY LOCATED AT 780 OAK MEADOW DRIVE

WHEREAS, the City of Franklin, Tennessee encourages responsible growth and sensible transition of land uses and densities; and

WHEREAS, RM-20 zoning provides for land uses compatible with both the Land Use Plan and the surrounding development; and

WHEREAS, the zoning is reviewed and approved by BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I: The following described property shall be, and are hereby, zoned Attached Residential RM-20:

SURVEYOR'S DESCRIPTION

Being a certain tract or parcel of land lying and being in the 9th Civil District of Williamson

County, City of Franklin, Tennessee and identified as Parcel 14.01 – Tax Map 79-O, Group “A” and being a portion of the Southwind Limited Partnership property of record in Deed Book 386 Page 951, R.O.W.C. TN, and being more particularly described as follows:

Beginning at an iron rod (N) in the southerly right of way of Oak Meadow Drive, said iron rod (N) being the northwest corner of the property described herein and the northeast corner of Lot 15 Woodlands subdivision-Revision 9 of record in Plat Book 41, Page 33, R. O.W.C., TN. thence running along the southerly right of way of Oak Meadow Drive:

South 69°49'31” East a distance of 243.91 feet to an iron rod (O) in the southerly right of way Oak Meadow Drive;

Thence, leaving the southerly right of way of Oak Meadow Drive with a curve to the right having an arc length of 136.54 feet, a delta of 30°40'43”, a radius of 255.00 feet, a tangent of 69.95 feet, and a chord bearing of S 54°28'52” East 134.91 feet to an iron rod (O) in the westerly boundary of Lot 11 Watson Glen Subdivision of record in Plat Book 12, Page 76, R.O.W.C., TN;

Thence running with the westerly boundary of Lot 11 Watson Glen Subdivision for the next three calls; South 06°16'23” West a distance of 104.66 feet to an iron rod (O); Thence,

South 06° 16'53” West a distance of 230.85 feet to an iron rod (O);

Thence, South 05°38'04" West a distance of 335.23 feet to an iron rod (O), said iron rod (O) being in the northerly boundary of part of Lot 2 Creekstone Commons of record in Plat Book 31, Page 125, R.O.W.C., TN;

Thence running with the northerly boundary of part of Lot 2 Creekstone Commons; North 81°36'08" West a distance of 251.14 feet to point in Watson Branch creek; said point being in the easterly boundary of Lot 15 Woodlands subdivision-Revision 9 of record in Plat Book 41, Page 33, R.O.W.C., TN.,

Thence running along the easterly boundary of Lot 15 Woodland Subdivision-Revision 9 for the next seven calls; North 13°48'47" East a distance of 203.17 feet to an iron rod (N);

Thence, North 30°41'16" East a distance of 68.00 feet to an iron rod (N);

Thence with a curve to the right having an arc length of 24.10 feet, a delta of 18°07'34", a radius of 76.18 feet, a tangent of 12.15 feet, and a chord bearing of North 50°14'58" West 24.00 feet to an iron rod (N);

Thence, North 41°11'13" West a distance of 152.41 feet to an iron rod (N);

Thence with a curve to the right having an arc length of 177.56 feet, a delta of 53°29'58", a radius of 190.16 feet, a tangent of 95.85 feet, and a chord bearing of North 14°26'13" West 171.18 feet to an iron rod (N);

Thence, North 12°18'47" East a distance of 188.00 feet to an iron rod (N);

Thence, with a curve to the right having an arc length of 60.33 feet, a delta of 08°00'36", a radius of 431.53 feet, a tangent of 30.21 feet, and a chord bearing of North 16°52'25" East 60.28 feet to the Point of Beginning containing 225,904 square feet or 5.18 acres, more or less, according to a survey performed by James Terry & Associates, 198 Jacksonian Drive, Hermitage, TN 37076 dated 26 December 2006.

Zoning Reference Number:

Map--Parcel	Acres
079---21	5.19 AC

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL:	<u>October 22, 2015</u>
PASSED FIRST READING:	<u>November 10, 2015</u>
PUBLIC HEARING HELD:	<u>December 8, 2015</u>
PASSED SECOND READING:	<u>December 8, 2015</u>
PASSED THIRD READING:	<u>January 12, 2016</u>

WOODLANDS SUBDIVISION, REZONING,
LOTS 21
(ORDINANCE 2015-59)
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/22/15

Project Information

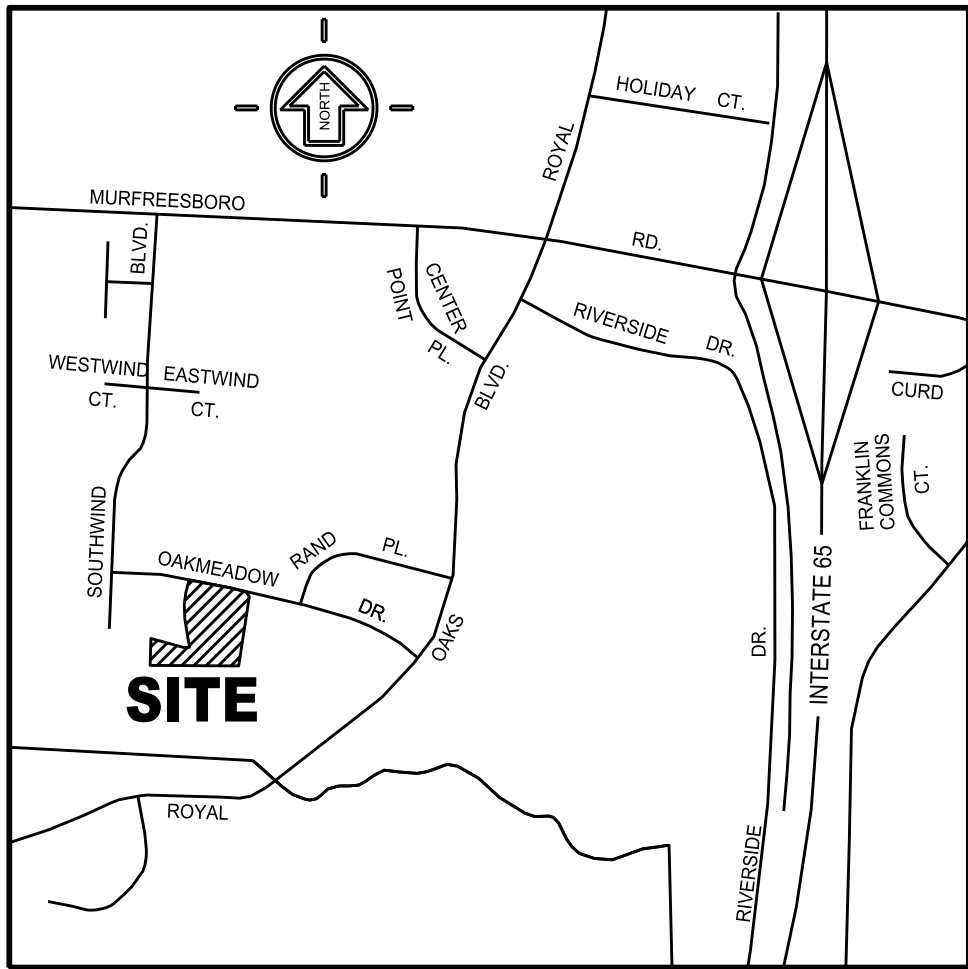
Existing Zoning: Specific Development Residential (SD-R 9.16)
Proposed Zoning: RM20
Existing Land Use: vacant
Proposed Land Use: Attached Residential
Character Area: MECO-4
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 5.19 acres

	Woodlands Subdivision		SD-R Specific Development-Residential
	AG Agricultural District		SD-X Specific Development-Variety
	ER Estate Residential		OR Office Residential District
	R-1 Residential District		GO General Office District
	R-2 Residential District		CC Central Commercial District
	R-3 Residential District		NC Neighborhood Commercial District
	R-6 Historic Core Residential District		GC General Commercial District
	RM-10 Attached 10 Residential District		LI Light Industrial District
	RM-15 Attached 15 Residential District		HI Heavy Industrial District
	RM-20 Attached 20 Residential District		CI Civic and Institutional District

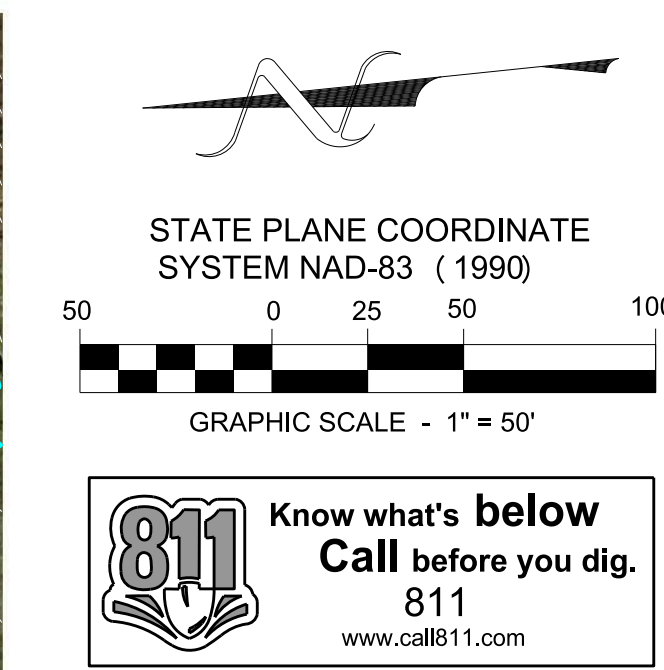
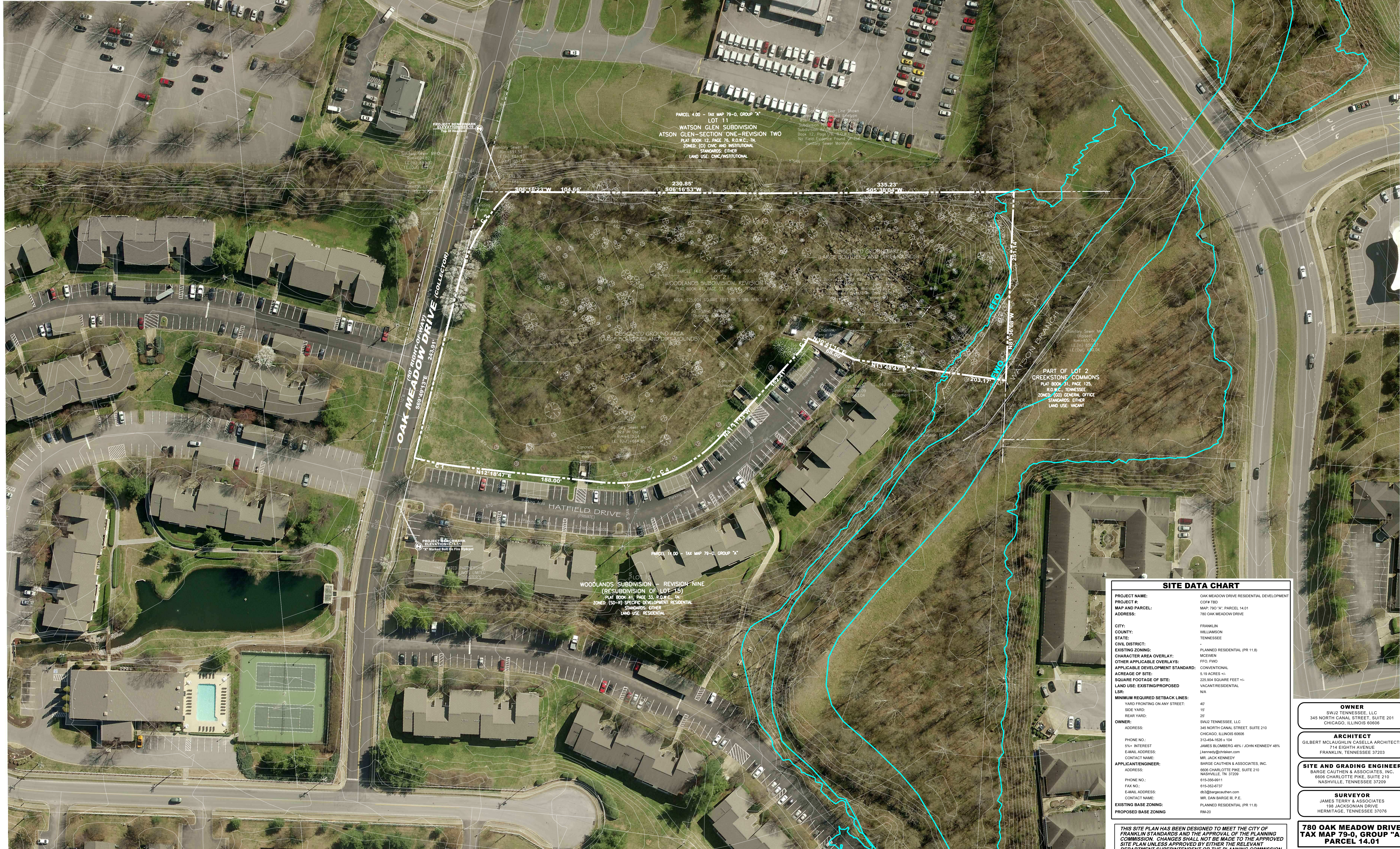


0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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VICINITY MAP
N.T.S.



SITE DATA CHART			
PROJECT NAME:	OAK MEADOW DRIVE RESIDENTIAL DEVELOPMENT		
PROJECT #:	COFA T80		
MAP AND PARCEL:	MAP 79-0, PARCEL 14.01		
ADDRESS:	780 OAK MEADOW DRIVE		
CITY:	FRANKLIN		
COUNTY:	WILLIAMSON		
STATE:	TENNESSEE		
CIVIL DISTRICT:	-		
EXISTING ZONING:	PLANNED RESIDENTIAL (PR 11.8)		
CHARACTER AREA OVERLAY:	MCEVEN		
OTHER APPLICABLE OVERLAYS:	PFO, FWO		
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL		
ACREAGE OF SITE:	5.19 ACRES +/-		
SQUARE FOOTAGE OF SITE:	225,904 SQUARE FEET +/-		
LAND USE: EXISTING/PROPOSED	VACANT/RESIDENTIAL		
LSR:	N/A		
MINIMUM REQUIRED SETBACK LINES:			
YARD FRONTING ON ANY STREET:	42'		
SIDE YARD:	10'		
REAR YARD:	25'		
OWNER:			
ADDRESS:	345 NORTH CANAL STREET, SUITE 210 CHICAGO, ILLINOIS 60606		
PHONE NO.:	312-454-1028 x 104		
PHONE INTEREST:	JAMES BLUMBERG 48% / JOHN KENNEDY 48%		
E-MAIL ADDRESS:	jkenney@grissman.com		
CONTACT NAME:	MR. JACK KENNEDY		
APPLICANT/ENGINEER:	BARGE CAUTHEN & ASSOCIATES, INC.		
ADDRESS:	8608 CHARLOTTE PIKE, SUITE 210 NASHVILLE, TN 37209		
PHONE NO.:	615-352-6811		
FAX NO.:	615-352-6737		
E-MAIL ADDRESS:	dc3@barga-cauthen.com		
CONTACT NAME:	MR. DAN BARGE III, P.E.		
EXISTING BASE ZONING:	PLANNED RESIDENTIAL (PR 11.8)		
PROPOSED BASE ZONING:	RM-20		

OWNER			
NO.	CHC	DATE	DESCRIPTION
1	CHC	08.21.15	PRE-APPLICATION REZONING EXHIBIT
2	SHS	09.08.15	REZONING APPLICATION
3	SHS	10.01.15	REZONING APPLICATION: RESUBMITTAL
ARCHITECT			
GILBERT MC LAUGHLIN CASELLA ARCHITECTS 714 EIGHTH AVENUE FRANKLIN, TENNESSEE 37203			
SITE AND GRADING ENGINEER			
BARGE CAUTHEN & ASSOCIATES, INC. 8608 CHARLOTTE PIKE, SUITE 210 NASHVILLE, TENNESSEE 37209			
SURVEYOR			
JAMES TERRY & ASSOCIATES 338 JACKSONIAN DRIVE HERMITAGE, TENNESSEE 37076			

THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE PLANNING COMMISSION.

780 OAK MEADOW DRIVE
TAX MAP 79-0, GROUP "A"
PARCEL 14.01
COF # 5946

EXISTING CONDITIONS

WOODLAND SUBDIVISION, LOT 21

780 OAK MEADOW DRIVE

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

NO FOR CONSTRUCTION

C0.1

BCA FILE NO. 2019-21

811 Know what's below
Call before you dig.
811
www.call811.com

STATE PLANE COORDINATE
SYSTEM NAD-83 (1990)

GRAPHIC SCALE - 1" = 50'

OWNER

SWJ2 TENNESSEE, LLC
345 NORTH CANAL STREET, SUITE 201
CHICAGO, ILLINOIS 60606

ARCHITECT

GILBERT MC LAUGHLIN CASELLA ARCHITECTS
714 EIGHTH AVENUE
FRANKLIN, TENNESSEE 37203

SITE AND GRADING ENGINEER

BARGE CAUTHEN & ASSOCIATES, INC.
8608 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TENNESSEE 37209

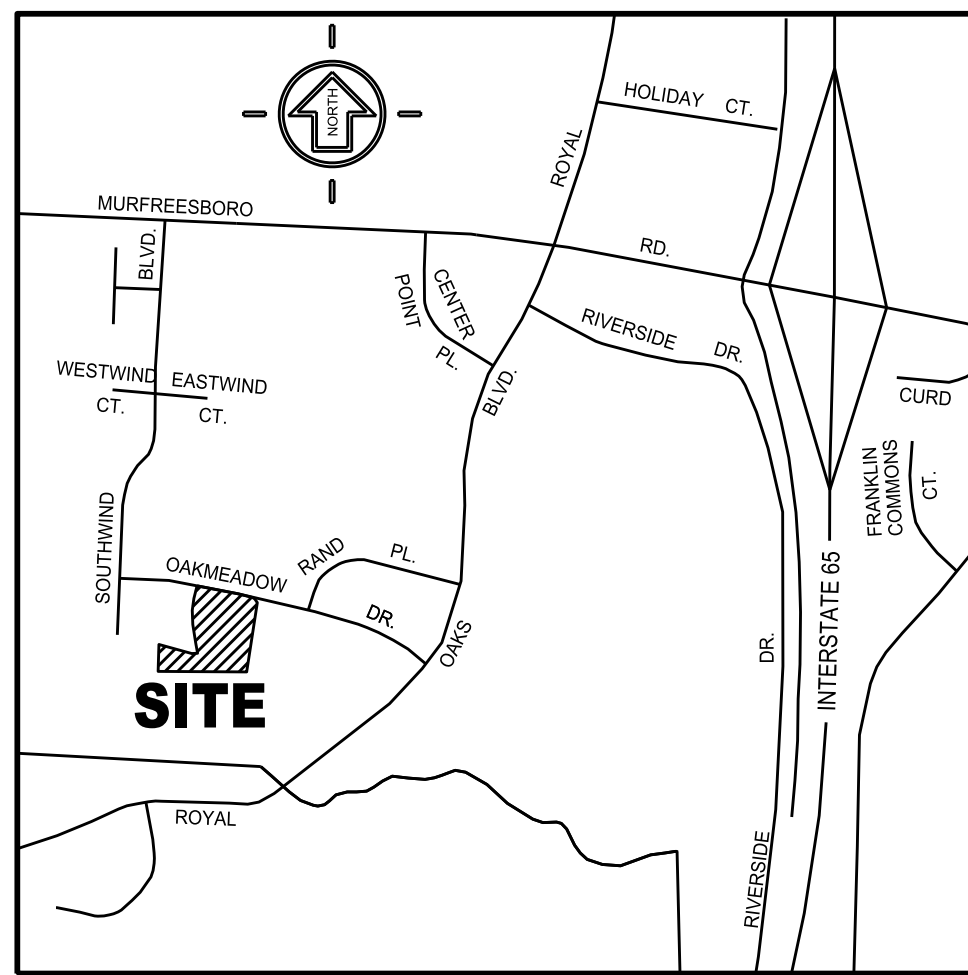
SURVEYOR

JAMES TERRY & ASSOCIATES
338 JACKSONIAN DRIVE
HERMITAGE, TENNESSEE 37076

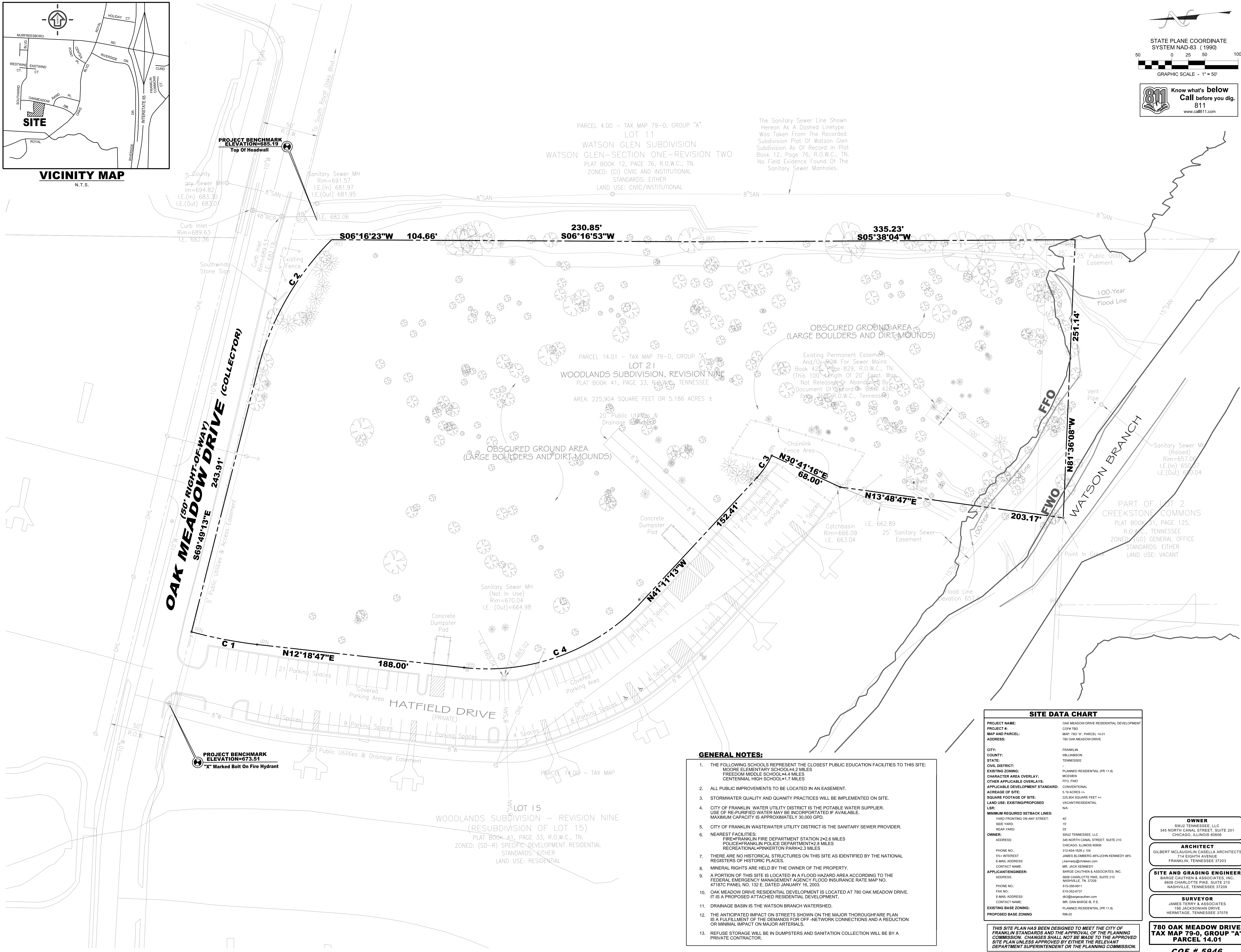
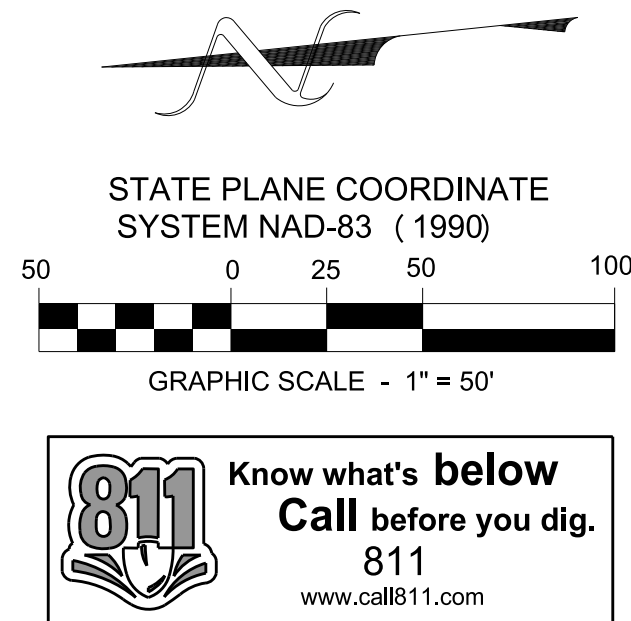
8000 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TENNESSEE 37209
615.356.9911 PHONE
615.352.6737 F.A.X

Barge Cauthen & Associates

DANIEL B. BARGE III
REGISTERED PROFESSIONAL ENGINEER
STATE OF TENNESSEE
1770



VICINITY MAP
N.T.S.



- GENERAL NOTES:**
- THE FOLLOWING SCHOOLS REPRESENT THE CLOSEST PUBLIC EDUCATION FACILITIES TO THIS SITE:
MOORE ELEMENTARY SCHOOL=4.2 MILES
FREEDOM MIDDLE SCHOOL=4.4 MILES
CENTENNIAL HIGH SCHOOL=1.7 MILES
 - ALL PUBLIC IMPROVEMENTS TO BE LOCATED IN AN EASEMENT.
 - STORMWATER QUALITY AND QUANTITY PRACTICES WILL BE IMPLEMENTED ON SITE.
 - CITY OF FRANKLIN WATER UTILITY DISTRICT IS THE POTABLE WATER SUPPLIER.
USE OF RE-PURIFIED WATER MAY BE INCORPORATED IF AVAILABLE.
MAXIMUM CAPACITY IS APPROXIMATELY 30,000 GPD.
 - CITY OF FRANKLIN WASTEWATER UTILITY DISTRICT IS THE SANITARY SEWER PROVIDER.
 - NEAREST FACILITIES:
FIRE=FRANKLIN FIRE DEPARTMENT STATION 2=2.6 MILES
POLICE=FRANKLIN POLICE DEPARTMENT=2.8 MILES
RECREATIONAL=PINKERTON PARK=2.3 MILES
 - THERE ARE NO HISTORICAL STRUCTURES ON THIS SITE AS IDENTIFIED BY THE NATIONAL REGISTERS OF HISTORIC PLACES.
 - MINERAL RIGHTS ARE HELD BY THE OWNER OF THE PROPERTY.
 - A PORTION OF THIS SITE IS LOCATED IN A FLOOD HAZARD AREA ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NO. 471870 PANEL NO. 132 E. DATED JANUARY 16, 2003.
 - OAK MEADOW DRIVE RESIDENTIAL DEVELOPMENT IS LOCATED AT 780 OAK MEADOW DRIVE. IT IS A PROPOSED ATTACHED RESIDENTIAL DEVELOPMENT.
 - DRAINAGE BASIN IS THE WATSON BRANCH WATERSHED.
 - THE ANTICIPATED IMPACT ON STREETS SHOWN ON THE MAJOR THROUGHFARE PLAN IS A FULFILLMENT OF THE DEMANDS FOR OFF-NETWORK CONNECTIONS AND A REDUCTION OR MINIMAL IMPACT ON MAJOR ARTERIALS.
 - REFUSE STORAGE WILL BE IN DUMPSTERS AND SANITATION COLLECTION WILL BE BY A PRIVATE CONTRACTOR.

SITE DATA CHART			
PROJECT NAME:		OAK MEADOW DRIVE RESIDENTIAL DEVELOPMENT	
PROJECT #:		COF# TBD	
MAP AND PARCEL:		MAP: T80 "A" PARCEL 14.01	
ADDRESS:		780 OAK MEADOW DRIVE	
CITY:		FRANKLIN	
COUNTY:		WILLIAMSON	
STATE:		TENNESSEE	
CIVIL DISTRICT:		-	
EXISTING ZONING:		PLANNED RESIDENTIAL (PR 11.8)	
CHARACTER AREA OVERLAY:		MCEVEN	
OTHER APPLICABLE OVERLAYS:		FFO, FWQ	
APPLICABLE DEVELOPMENT STANDARD:		CONVENTIONAL	
ACREAGE OF SITE:		5.19 ACRES +/-	
SQUARE FOOTAGE OF SITE:		225,904 SQUARE FEET +/-	
LAND USE: EXISTING/PROPOSED		VACANT/RESIDENTIAL	
LSR:		N/A	
MINIMUM REQUIRED SETBACK LINES:		40'	
YARD FRONTING ON ANY STREET:		15'	
SIDE YARD:		15'	
REAR YARD:		25'	
OWNER:		SWQ2 TENNESSEE, LLC	
ADDRESS:		345 NORTH CANAL STREET, SUITE 210 CHICAGO, ILLINOIS 60606	
PHONE NO.:		312-454-1626 x 104	
E-MAIL ADDRESS:		james.bloemberg@pinkerton.com	
CONTACT NAME:		MR. JACK KENNEDY	
APPLICANT/ENGINEER:		BARGE CAUTHEN & ASSOCIATES, INC.	
ADDRESS:		8808 CHARLOTTE PIKE, SUITE 210 NASHVILLE, TN 37209	
PHONE NO.:		615-355-6911	
FAX NO.:		615-355-6737	
E-MAIL ADDRESS:		db3@barga-cauthen.com	
CONTACT NAME:		MR. DAN BARGE III, P.E.	
EXISTING BASE ZONING:		PLANNED RESIDENTIAL (PR 11.8)	
PROPOSED BASE ZONING		RM-20	

THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE PLANNING COMMISSION.

OWNER
SWQ2 TENNESSEE, LLC
345 NORTH CANAL STREET, SUITE 201
CHICAGO, ILLINOIS 60606

ARCHITECT
GILBERT MCLAUGHLIN CASELLA ARCHITECTS
714 EIGHTH AVENUE
FRANKLIN, TENNESSEE 37203

SITE AND GRADING ENGINEER
BARGE CAUTHEN & ASSOCIATES, INC.
8808 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TENNESSEE 37209

SURVEYOR
JAMES TERRY & ASSOCIATES
138 JACKSONIAN DRIVE
HERMITAGE, TENNESSEE 37076

**780 OAK MEADOW DRIVE
TAX MAP 79-0, GROUP "A"
PARCEL 14.01**
COF # 5946

EXISTING SITE EXHIBIT

WOODLAND SUBDIVISION, LOT 21

780 OAK MEADOW DRIVE

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

8808 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TENNESSEE 37209
615.355.6911 PHONE
615.352.6737 F.A.X

Barge Cauthen & Associates

SEAL OF DANIEL B. BARGE III
REGISTERED PROFESSIONAL ENGINEER
NO. 1776
STATE OF TENNESSEE

DESCRIPTION		NO.	CHK	DATE	DATE
PRE-APPLICATION REZONING EXHIBIT					
1	SHS	08.21.15	09.08.15	10.01.15	
2	SHS				
3	SHS				

NOT FOR CONSTRUCTION

C1.1

BCA FILE NO. 2019-21

ORDINANCE 2015-58

**AN ORDINANCE TO REZONE 38.5 ACRES FROM SPECIFIC
DEVELOPMENT SD-R 9.16 TO SPECIFIC DEVELOPMENT SD-R 10.6
LOCATED AT SOUTHWINDS DRIVE, 1801 BROCKTON PLACE, 549
OAK MEADOW DRIVE**

WHEREAS, the City of Franklin, Tennessee encourages responsible growth and sensible transition of land uses and densities; and

WHEREAS, SD-R 10.6 zoning provides for land uses compatible with both the Land Use Plan and the surrounding development.

WHEREAS, the zoning is reviewed and approved by BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I: The following described property shall be, and are hereby, zoned Specific Development SD-R 10.6:

SURVEYER'S DESCRIPTION

Commencing at the centerline intersection of Murfreesboro Road and Sugartree Lane; thence south along the centerline of said Sugartree Lane 55 feet, more or less, to the south right-of-way line of said Murfreesboro Road; thence east along the said south right-of-way line 820 feet, more or less; thence S4°-41'W 935 feet, more or less, to an existing iron pin; thence S4°-00'W 191 feet, more or less, to the point of beginning, said point being the north-westerly corner of the herein described tract.

Thence with the present zoning line between R-3 and R-1 S82°-56'E 1,076.5 feet to an existing iron pin, said point being on the west line of the Vaden property and being the northeast corner of the herein described tract; thence continuing along the west line of Vaden S2°-48'W 619 feet; thence S2°-49'W 230.5 feet to an existing iron pin; thence S2°-58'W 230.7 feet to an existing iron pin; thence S2°-02'W 280.4 feet to an existing iron pin, which is also the northeast corner of Ronald Ligon, recorded in deed Book 147, Page 523, R.O.W.C.; thence along the north line of Ligon N87°-09'W 1,113.3 feet to an existing iron pin, said pin being the southwest corner of the herein described tract and the southeast corner of Maplewood Subdivision; thence with the east line of said subdivision N4°-38'E 326.5 feet to an existing iron pin; thence N3°-53'E 538.8 feet to an existing iron pin; and N4°-00'E 772 feet, more or less, to the point of beginning and containing 40.0 acres, more or less.

Less and Except:

Being a certain tract or parcel of land lying and being in the 9th Civil District of Williamson

County, City of Franklin, Tennessee and identified as Parcel 14.01 – Tax Map 79-O, Group “A” and being a portion of the Southwind Limited Partnership property of record in Deed Book 386 Page 951, R.O.W.C. TN, and being more particularly described as follows:

Beginning at an iron rod (N) in the southerly right of way of Oak Meadow Drive, said iron rod (N) being the northwest corner of the property described herein and the northeast corner of Lot 15 Woodlands subdivision-Revision 9 of record in Plat Book 41, Page 33, R. O.W.C., TN. thence running along the southerly right of way of Oak Meadow Drive:

South 69°49'31” East a distance of 243.91 feet to an iron rod (O) in the southerly right of way Oak Meadow Drive;

Thence, leaving the southerly right of way of Oak Meadow Drive with a curve to the right having an arc length of 136.54 feet, a delta of 30°40'43”, a radius of 255.00 feet, a tangent of 69.95 feet, and a chord bearing of S 54°28'52” East 134.91 feet to an iron rod (O) in the westerly boundary of Lot 11 Watson Glen Subdivision of record in Plat Book 12, Page 76, R.O.W.C., TN;

Thence running with the westerly boundary of Lot 11 Watson Glen Subdivision for the next

three calls; South 06°16'23" West a distance of 104.66 feet to an iron rod (O); Thence,

South 06° 16'53" West a distance of 230.85 feet to an iron rod (O);

Thence, South 05°38'04" West a distance of 335.23 feet to an iron rod (O), said iron rod (O) being in the northerly boundary of part of Lot 2 Creekstone Commons of record in Plat Book 31, Page 125, R.O.W.C., TN;

Thence running with the northerly boundary of part of Lot 2 Creekstone Commons; North 81°36'08" West a distance of 251.14 feet to point in Watson Branch creek; said point being in the easterly boundary of Lot 15 Woodlands subdivision-Revision 9 of record in Plat Book 41, Page 33, R.O.W.C., TN.,

Thence running along the easterly boundary of Lot 15 Woodland Subdivision-Revision 9 for the next seven calls; North 13°48'47" East a distance of 203.17 feet to an iron rod (N);

Thence, North 30°41'16" East a distance of 68.00 feet to an iron rod (N);

Thence with a curve to the right having an arc length of 24.10 feet, a delta of 18°07'34", a radius of 76.18 feet, a tangent of 12.15 feet, and a chord bearing of North 50°14'58" West 24.00 feet to an iron rod (N);

Thence, North 41°11'13" West a distance of 152.41 feet to an iron rod (N);

Thence with a curve to the right having an arc length of 177.56 feet, a delta of 53°29'58", a radius of 190.16 feet, a tangent of 95.85 feet, and a chord bearing of North 14°26'13" West 171.18 feet to an iron rod (N);

Thence, North 12°18'47" East a distance of 188.00 feet to an iron rod (N);

Thence, with a curve to the right having an arc length of 60.33 feet, a delta of 08°00'36", a radius of 431.53 feet, a tangent of 30.21 feet, and a chord bearing of North 16°52'25" East 60.28 feet to the Point of Beginning containing 225,904 square feet or 5.18 acres, more or less, according to a survey performed by James Terry & Associates, 198 Jacksonian Drive, Hermitage, TN 37076 dated 26 December 2006.

Zoning Reference Number:

Map--Parcel	Acres
079---12	.078
079---13	8.577
079---14	13.525
079---15	16.397
TOTAL	38.58 ac

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

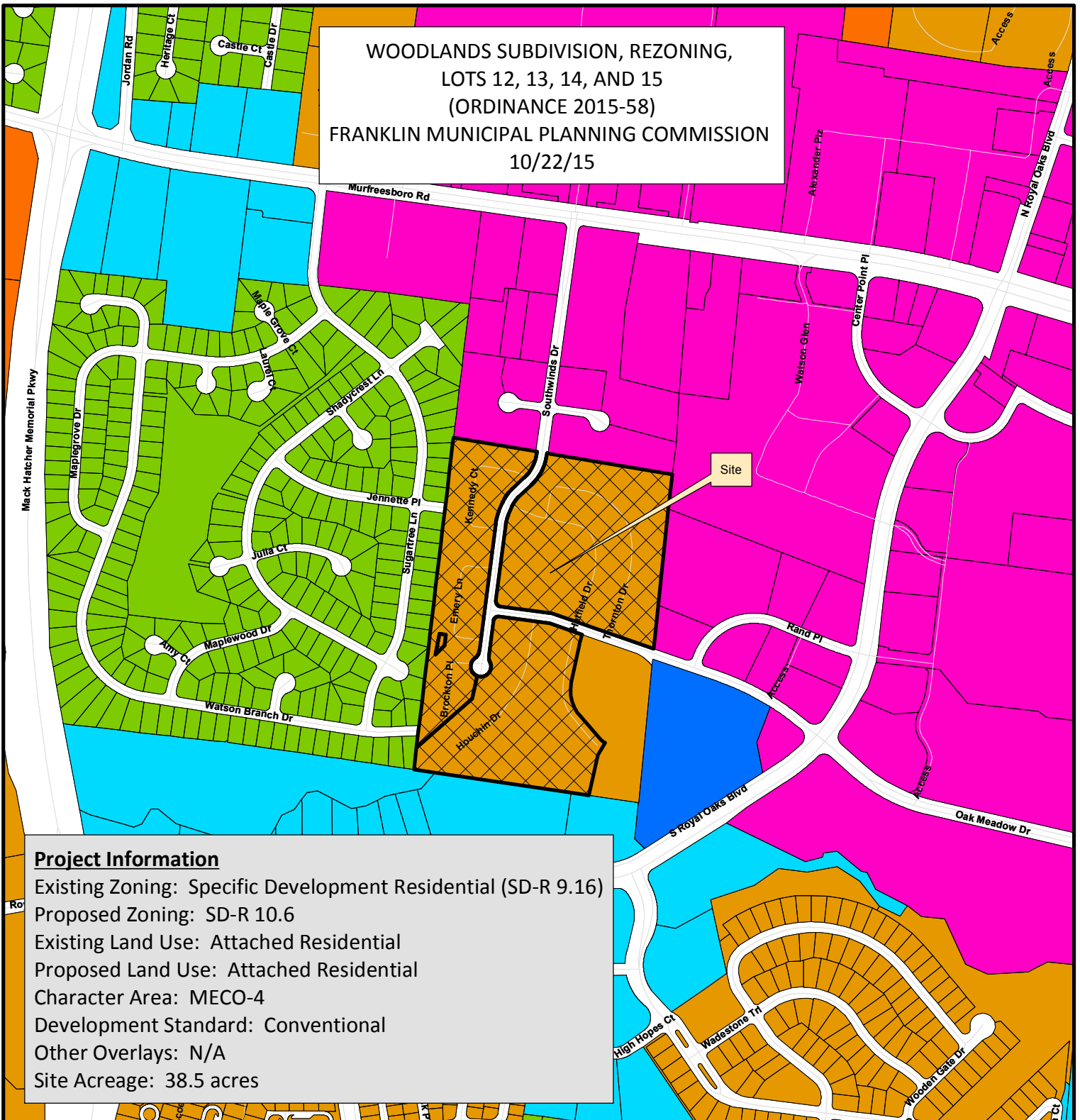
BY: _____
DR. KEN MOORE
MAYOR

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL:	<u>October 22, 2015</u>
PASSED FIRST READING:	<u>November 10, 2015</u>
PUBLIC HEARING HELD:	<u>December 8, 2015</u>
PASSED SECOND READING:	<u>December 8, 2015</u>
PASSED THIRD READING:	<u>January 12, 2016</u>

WOODLANDS SUBDIVISION, REZONING,
LOTS 12, 13, 14, AND 15
(ORDINANCE 2015-58)
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/22/15



Project Information

Existing Zoning: Specific Development Residential (SD-R 9.16)
Proposed Zoning: SD-R 10.6
Existing Land Use: Attached Residential
Proposed Land Use: Attached Residential
Character Area: MECO-4
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 38.5 acres

Woodlands Subdivision	SD-R Specific Development-Residential
AG Agricultural District	SD-X Specific Development-Variety
ER Estate Residential	OR Office Residential District
R-1 Residential District	GO General Office District
R-2 Residential District	CC Central Commercial District
R-3 Residential District	NC Neighborhood Commercial District
R-6 Historic Core Residential District	GC General Commercial District
RM-10 Attached 10 Residential District	LI Light Industrial District
RM-15 Attached 15 Residential District	HI Heavy Industrial District
RM-20 Attached 20 Residential District	CI Civic and Institutional District



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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ORDINANCE NUMBER 2015-19

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A – COMPREHENSIVE FEES AND PENALTIES, CHAPTER 12 RELATING TO SINGLE FAMILY DETACHED CONSTRUCTION PERMIT FEES”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the city’s infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Aldermen has determined that fees should be periodically updated to reflect inflationary changes;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE AS FOLLOWS:

SECTION I: That Appendix A, Chapter 12 of the City of Franklin Municipal Code is hereby amended, and is approved to read as follows. Changed text is highlighted in **bold and is highlighted for clarity**:

CHAPTER 12: BUILDING, UTILITY, ETC. CODES

<i>Appeal Fee to the Building and Streets Standard Board of Appeals</i>	\$250.00
<i>Building Permit Fees for all buildings and structures except for new detached, single-family dwellings and additions to detached, single-family dwellings. Includes Swimming Pools, renovations, and tenant build-outs that are larger in scope than the Simple Permit criteria below. Fees include Electrical, Plumbing, and Mechanical Inspections.</i>	
<i>Total Valuation</i>	
\$1.00—\$999.00	\$30.00
\$1,000.00—\$4,999.00	\$30.00 for the first \$1,000.00 plus \$8.50 for each additional \$1,000.00 or fraction thereof
\$5,000.00—\$14,999.00	\$64.00 for the first \$5,000.00 plus \$6.75 for each additional \$1,000.00 or fraction thereof
\$15,000.00—\$39,999.00	\$132.00 for the first \$15,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof
\$40,000.00—\$99,999.00	\$251.00 for the first \$40,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof

\$100,000.00—\$499,999.00	\$491.00 for the first \$100,000.00 plus \$2.50 for each additional \$1,000.00 or fraction thereof
\$500,000.00—\$999,999.00	\$1,491.00 for the first \$500,000.00 plus \$1.75 for each additional \$1,000.00 or fraction thereof
\$1,000,000.00 and above	\$2,366.00 for the first \$1,000,000.00 plus \$1.25 for each additional \$1,000.00 or fraction thereof
<i>Building Permit Fees for new construction and additions to detached, single-family dwellings – includes fees for Electrical, Plumbing, and Mechanical permits (fee to be updated annually at start of fiscal year based on CPI for inflation)</i>	\$.59 per square foot under roof including storage areas accessible by permanent stairways/doorways
Simple Permit (does not include new construction or additions) – projects of limited scope in existing buildings not requiring plan review, including: Building - Accessory buildings and demolitions Electrical - installation of 5 devices or less, 3 circuits or less, temporary services, low voltage, and single family detached residential service releases of <200 amps. Plumbing - installation of 5 devices or less, gas piping pressure testing, water and sewer service repair/installation, water heater change-outs. Mechanical –installation of 5 devices or less, gas piping pressure testing, and equipment changeout Other permits required by the municipal code and administered by Building and Neighborhood Services for which fees are not enumerated.	\$50.00 for each category that applies
<i>Additional Electrical Inspection Services (multiple fees may apply to each permit)</i>	
Electrical Occupancy Finals	\$75
Service Release >200 Amps	\$.50 per Amp per service, minimum \$100 per service
Service Release up to and including 200 amps	\$50
Additional Mechanical Refrigeration Inspection Services	Minimum of \$27.00 + \$5.25 for each \$1,000 of valuation (equipment and labor)
Technology Fee	\$10 per permit
<i>Licenses – Gas Plumbers (Annual)</i>	\$25.00
<i>Lot Bonds</i>	\$10,000.00; \$20,000 maximum per contractor
<i>Processing Fee for Permit Refunds</i>	\$50.00
<i>Reinspection Fee</i>	\$50.00
<i>Special Events/After Hours Inspections</i>	\$75.00 per hour per employee (min. 2 hours)
<i>Violations</i>	\$50.00 per offense per day

Plan Review Fees	
Total valuation, \$0-\$100,000.00	\$50.00
\$100,001.00 -\$5,000,000.00	Value x .0005 rounded up to the nearest dollar
\$5,000,001.00 and up	\$2,500 plus the value over the first \$5,000,000.00 x .0001 rounded up to the nearest dollar
Plan review fee when consultant reviews the entire plan	\$200.00 plus 100% consultant
Consultant Fees	100% passed on to applicant
Additional plan review cycles after initial and 1 st re-review	%50 of calculated plan review fee

SECTION II: That Appendix A, Chapter 5 of the City of Franklin Municipal Code is hereby amended, and is approved to read as follows. Changed text is highlighted in **bold and is highlighted for clarity**:

CHAPTER 5. - MUNICIPAL FINANCE AND TAXATION

<i>Facilities tax</i>	
For new detached Single Family residential development	\$.89 per gross square foot
For new, nonresidential development	\$1.18 per gross square foot
<i>For Other Residential development (includes new attached condos, townhomes, duplexes and apartments)</i>	\$.71 per gross square foot

SECTION III. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this Ordinance shall take effect July 1, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Administrator

BY: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

Permit Fee Comparison 2015 - Single Family Detached Dwellings									
Average Size - 4068 sq ft				Average Construction Cost - \$402,746					
Average Permit Fees - Inc Building, Electrical, Mechanical, & Plumbing - \$1951				Average Permit Fees - Inc Building, Electrical, Mechanical, & Plumbing - \$1951					
National Association of Homebuilders - Average Permit Fee - \$3647 - \$1.40/ sq ft based on avg nat'l avg sq ft (2607)				National Association of Homebuilders - Average Permit Fee - \$3647 - \$1.40/ sq ft based on avg nat'l avg sq ft (2607)					
National Association of Homebuilders - Average Permit Fee - \$3647 - \$0.90/ sq ft based on avg Franklin sq ft				National Association of Homebuilders - Average Permit Fee - \$3647 - \$0.90/ sq ft based on avg Franklin sq ft					
				Total Permit Fees			per sq ft		
Lebanon, TN	Building	Fees based on sq ft - \$0.60 per sf base	\$2,441						
	Mechanical	# of fixtures - inc w plbg							
	Plumbing	# of fixtures	\$130						
	Electrical	State of TN	\$108						
			\$2,679	\$0.66					
Nashville, TN	Building	2010 ICC Valuation Calculation - at 100%	\$1,570						
	Mechanical	# of fixtures & BTU	\$132						
	Plumbing	# of fixtures	\$385						
	Electrical	by Fixtures & amps	\$303						
			\$2,390	\$0.59					
Hendersonville, TN	Building	Valuation Calculation	\$1,798						
	Mechanical	Based on Equipment	\$119						
	Plumbing	By Inspection	\$125						
	Electrical	State of TN	\$108						
			\$2,150	\$0.53					
Chattanooga, TN	Building	Valuation Calculation	\$1,594						
	Mechanical	Avg Contract Amount - \$10,980	\$120						
	Plumbing	# of offixtures	\$195						
	Electrical	Per amps	\$113						
			\$2,022	\$0.50					
Williamson County, TN	Building	Valuation Calculation	\$1,368						
	Mechanical	Avg Contract Amount - \$10,980	\$40						
	Plumbing	# of fixtures	\$73						
	Electrical	State of TN	\$108						
			\$1,589	\$0.39					
Brentwood, TN	Building	Sq Footage Valuation - \$366,120	\$1,182						
	Mechanical	Avg Contract Amount - \$10,980	\$40						
	Plumbing	# of fixtures	\$90						
	Electrical	State of TN	\$108						
			\$1,420	\$0.35					

Average Size - 4068 sq ft				Average Construction Cost - \$402,746					
Average Permit Fees - Inc Building, Electrical, Mechanical, & Plumbing - \$1951				Average Permit Fees - Inc Building, Electrical, Mechanical, & Plumbing - \$1951					
National Association of Homebuilders - Average Permit Fee - \$3647 - \$1.40/ sq ft based on avg nat'l avg sq ft (2607)				National Association of Homebuilders - Average Permit Fee - \$3647 - \$1.40/ sq ft based on avg nat'l avg sq ft (2607)					
National Association of Homebuilders - Average Permit Fee - \$3647 - \$0.90/ sq ft based on avg Franklin sq ft				National Association of Homebuilders - Average Permit Fee - \$3647 - \$0.90/ sq ft based on avg Franklin sq ft					
				Total Permit Fees			per sq ft		
Hoover, AL	Building	Valuation Calculation	\$4,064						
	Mechanical	Avg Contract Amount - \$10,980	\$114						
	Plumbing	Avg Contract Amount - \$11,823	\$119						
	Electrical	Avg Contract Amount - \$9967	\$108						
			\$4,405	\$1.08					
Atlanta, GA	Building	Valuation Calculation	\$2,994						
	Mechanical	Flat Fee	\$175						
	Plumbing	Flat Fee	\$175						
	Electrical	Flat Fee	\$350						
			\$3,694	\$0.91					
Alpharetta, GA	Building	ICC Valuation Calculation - at 100% (Non-res - Shell Bldgs - 80% - Interior Finish - 20%)	\$2,620						
	Mechanical	Flat Rate	\$100						
	Plumbing	Flat Rate	\$100						
	Electrical	Flat Rate	\$200						
			\$3,020	\$0.74					
McKinney, TX	Building	Valuation Calculation	\$2,689						
	Mechanical	# of fixtures	\$26						
	Plumbing	# of fixtures	\$63						
	Electrical	per sq ft	\$122						
			\$2,900	\$0.71					
Peachtree City, GA	Building	ICC Valuation Calculation - at 100% (Non-res - Interior Finish only - 50%)	\$1,943						
	Mechanical	Flat Rate	\$80						
	Plumbing	Flat Rate	\$80						
	Electrical	Flat Rate	\$80						
			\$2,183	\$0.54					
Greenville, SC	Building	Valuation Calculation	\$1,804						
	Mechanical	Based on equipment	\$120						
	Plumbing	# of fixtures	\$134						
	Electrical	per amps	\$64						
			\$2,122	\$0.52					

BNS OPERATING BUDGET - % OF SINGLE FAMILY PERMITS - November, 2015



	Actual Operations Budgets	less Capital Exp.*	less 22% Enforcement**	BNS Dept Operations - Permits	# of Single Family Permits Issued***	Total # of Permits Issued***	% of SF Permits	SF Permits % of Operations Budget	New SF Building Permits	Total Sq Ft - SF Res	SF Permit Revenue - Based on Crystal Report	Difference - SF Permit Revenue less SF Expenditures
FY 2011	\$1,869,310		\$411,248	\$1,458,062	4297	6803	63.16%	\$920,960	310	1,320,824	\$632,848	-\$288,112
FY 2012	\$2,319,070	\$360,942	\$510,195	\$1,447,933	4911	9020	54.45%	\$788,337	321	1,346,202	\$806,569	\$18,232
FY 2013	\$2,753,031	\$651,873	\$605,667	\$1,495,491	5147	7415	69.41%	\$1,038,071	436	1,765,855	\$968,719	-\$69,352
FY 2014	\$2,391,028	\$111,511	\$526,026	\$1,753,491	5158	7894	65.34%	\$1,145,744	452	1,835,305	\$1,001,887	-\$143,857
FY 2015	\$2,134,725	Unaudited Total	\$469,640	\$1,665,086	4186	6990	59.89%	\$997,146	480	1,990,183	\$1,084,860	\$87,714
FY 2016	\$2,459,818	Budget	\$541,160	\$1,918,658								
								\$4,890,257		8,258,369		-\$395,374

Capital Expenditures* = Equipment & Land

Current Fee = \$0.48 per sq ft

Enforcement** = Non-development related activities - Zoning + Property Maintenance

Proposed Fee = \$4,890,257/ 8,258,369 sq ft

***Permits issued include Building, Electrical, Plumbing, and Mechanical

Proposed Fee = \$0.59 per sq ft

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-001 (sodium hypochlorite)							
Notice to Bidders published in the Williamson Herald on:		8/20/15							
Number of vendors that were notified of / that responded to this solicitation for bids:		19 / 4							
Date and time bids due and publicly opened:		10/15/15 2:00 PM							
Present at opening of bids:		Adam Karakas of Tidewater Products; Russell Sullivan of the City of Franklin Water Department; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/24/15							
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total quoted unit price per gallon:	Specified estimated quantities per year (U.S. gallons):	Total delivered bid price for specified estimated quantities per year:	Delivery terms / Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
American Development Corporation 821 William D. Jones Blvd. / PO Box 620 Fayetteville, TN 37334 W. Michael Wetherington, CEO 888/542-8561 mikew@adc-chem.com	1 of 2 (Water Reclamation) 2 of 2 (Water Treatment) Total:	Yes	Yes / Bidder takes no exceptions	\$1.45 \$1.45	65,000 26,000	\$94,250.00 \$37,700.00 \$131,950.00	FOB destination, freight prepaid / net 30 days	1 day	10/14/16
Brenntag Mid-South, Inc. 1405 Hwy 136 west PO Box 20 Henderson, KY 42420 Tyson Schnitker, Branch Manager 270/830-1259	1 of 2 (Water Reclamation) 2 of 2 (Water Treatment) Total:	Yes	No / 2 (minimum quantities per delivery)	\$1.62 \$1.62	65,000 26,000	\$105,300.00 \$42,120.00 \$147,420.00	FOB destination, freight prepaid / net 30 days	3-5 days	12/31/15
Greenway Products, Inc. 4320 Greenway Dr. Knoxville, TN 37918 Wesley Sherrod, General Manager 865/524-4239 wesley@greenwayproductsinc.com	1 of 2 (Water Reclamation) 2 of 2 (Water Treatment) Total:	No; bid includes obsolete versions of CoF Bid Submittal Form and CoF Specifications.	Unable to determine	\$1.20 \$1.26	65,000 26,000	\$78,000.00 \$32,760.00 \$110,760.00	FOB destination, freight prepaid / net 30 days	3 days	12/31/15
The C. I. Thornburg Co., Inc. 3333 Hydes Ferry Rd. Nashville, TN 37218 Phil Porter, Branch Manager 615/254-3484 phil.porter@cithornburg.com	1 of 2 (Water Reclamation) 2 of 2 (Water Treatment) Total:	No; bid is missing references, CoF T's & C's, CoF Affidavit of Non-Collusion, CoF Affidavit of Title VI Compliance and CoF Affidavit of Drug-Free Workplace.	Yes / Bidder takes no exceptions	\$1.39 \$1.39	65,000 26,000	\$90,350.00 \$36,140.00 \$126,490.00	FOB destination, freight prepaid / net 30 days	3-5 days	01/31/16

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and American Development Corporation of Fayetteville, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on August 20, 2015 Purchasing Office Solicitation No. 2016-001 through 2016-004, a procurement solicitation for bids for supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (Purchasing Office Solicitation No. 2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004), each being bid independently, (b) on August 21, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (c) on August 27, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (d) on August 31, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-001 through 2016-004, and (e) on September 1, 2015 Addendum No. 4 to Purchasing Office Solicitation No. 2016-001 through 2016-004 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 12, 2015 ("SUBMITTAL"), a copy of excerpts pertinent to sodium hypochlorite from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall immediately suspend supply and delivery of the specified products and services 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.
5. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend supply and delivery of the specified products and services and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.
8. CITY awarded on November 24, 2015 to VENDOR the purchase of sodium hypochlorite pursuant to SOLICITATION, SUBMITTAL, and CERTIFICATE OF INSURANCE.
9. The term of award shall commence upon execution of this AGREEMENT and shall terminate June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR 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. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

W. D. White
(signature of VENDOR's authorized representative)

TITLE: CEO

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

Attachment No. 1

Excerpts pertinent to sodium hypochlorite 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

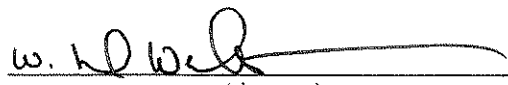
Purchasing Office Solicitation No.: 2016-001 through 2016-004

Vendor's name, street address, and mailing address:	American Development Corporation 821 William D Jones Blvd P.O. Box 620 Fayetteville, TN 37334
Vendor's contact person's name (printed), title, telephone number and e-mail address:	W. Michael Wetherington CEO 888-542-8561 mikew@adc-chem.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.
For which chemicals is the bidder competing (please mark one or more)?	☒ (a) sodium hypochlorite (2016-001) ☒ (b) sodium hydroxide (2016-002) ☒ (c) muriatic acid (hydrochloric) (2016-003) ☒ (d) sludge polymer (2016-004)
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) 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: _____
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	10/14/16
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

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.: 2016-001 through 2016-004

Vendor's name:	American Development Corporation
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ 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. _____. ☒ Addenda Nos. <u>1, 2, 3, 4</u> . ☐ No addenda.
Signature of bidder's authorized representative: 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:	CEO
Date of signature:	10/12/15

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.: 2016-001 through 2016-004

Solicitation no.	Chemical	Strength	Type	Container for chemical upon delivery	City facility to which chemical is to be delivered	Estimated quantities per year ¹	Quoted unit prices ²	Estimated time of delivery (City business days after receipt of order)
2016-001	Sodium Hypochlorite	12.5%	Liquid	To be pumped into City tanks (see City specification no. 11.2.11.3)	Water Reclamation Facility ³	65,000 gallons	\$ <u>1.45</u> per gallon	<u>1 Day</u>
				To be pumped into City tanks (see City specification no. 11.2.12.3)	Water Treatment Facility ⁴	26,000 gallons	\$ <u>1.45</u> per gallon	<u>1 Day</u>
2016-002	Sodium Hydroxide	25%	Liquid	To be pumped into City tanks (see City specification no. 11.3.11)	Water Reclamation Facility ³	20,000 gallons	\$ <u>1.45</u> per gallon	<u>1 Day</u>
2016-003	Muriatic Acid (hydrochloric)	Normal commercial grade	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	2,200 gallons	\$ <u>3.55</u> per gallon	<u>1 Day</u>
2016-004	Sludge Polymer *ADC-103*	n/a	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	23,000 pounds	\$ <u>1.70</u> per pound	<u>1 Day</u>

Vendor's name: American Development Corporation

¹ Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

² "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

³ The City of Franklin Water Reclamation Facility is located at 135 Claude Yates Dr., Franklin, TN 37064.

⁴ The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

1. Solicitation identified: These specifications apply to the following procurement:
supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004); each being bid independently

Purchasing Office Solicitation No.: 2016-001 through 2016-004

2. Notice to Bidders publication date: **August 20, 2015**
3. Solicitation release date: **August 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 6, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 15, 2015, 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 6, 2015**
7. 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: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below. Note that the City is soliciting pricing for the four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order 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 seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- b. Any deviation or variance from the City's specifications shall be considered 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 and submitted by the bidder, 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 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 render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), 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 of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer 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 of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer 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.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 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 successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder 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 successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder 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 of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor 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 of Franklin 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 vendor 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 vendor 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 vendor's representation that materials supplied by the vendor 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:

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

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.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- 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 and submitted by the bidder, 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.

General:

11.1.1.

C

The City intends for the Water Management Department to use the specified chemicals for the treatment of raw wastewater for discharge as effluent. In the case of sodium hypochlorite only, the City intends for the Water Management Department to use that chemical also for the production of potable water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use or, in the case of sodium hypochlorite only, for these intended uses.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facilities specified below, the specified chemicals during the specified term of award.
- 11.1.3. C Quoted bid prices are to be offered by the bidder on a per unit basis, and shall be quoted in dollars per specified unit of measure per chemical.
- 11.1.4. C The quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.
- 11.1.5. C The successful bidder shall provide any labor and equipment necessary to unload or offload the chemical in a manner (a) consistent with best practices for shipping and receiving of that chemical, (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.
- 11.1.6. C The term of award pursuant to this procurement solicitation shall commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about January 1, 2016, and shall terminate June 30, 2017.
- 11.1.7. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor 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. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.8. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.9. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.10. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C 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.
- 11.1.13. C Invoices shall itemize dates and quantities delivered.
- 11.1.14. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.
- 11.1.15. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals 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 supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.
- 11.1.16. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

11.1.17. Insurance requirements:

11.1.17.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of 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	Certificate of Insurance shall indicate Certificate Holder* 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* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$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* 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* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

11.1.17.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply 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 the insurance requirements as specified above.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.17.3. 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 any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder 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.
- 11.1.17.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.2. **Sodium Hypochlorite:**
- 11.2.1. C Successful bidder shall be required to service both City facilities which utilize **Sodium Hypochlorite**.
- 11.2.2. C City facilities which utilize **Sodium Hypochlorite** and to which chemical is to be delivered:
- City of Franklin Water Reclamation Facility
135 Claude Yates Dr.
Franklin, TN 37064
- City of Franklin Water Treatment Facility
838 Lewisburg Pike
Franklin, TN 37064
- 11.2.3. C Separate invoices shall be prepared for each City facility.
- 11.2.4. C Strength of chemical shall be 12.5%.
- 11.2.5. C Chemical shall be a liquid.
- 11.2.6. C Delivery shall include filling one or more onsite tanks provided by the City.
- 11.2.7. C Bidder shall price chemical in dollars per gallon of product.
- 11.2.8. C Chemical may be purchased in quantities less than one (1) tanker load per order.
- 11.2.9. C Deliveries shall be made within five (5) City business days after receipt of order.
- 11.2.10. C No aquatic toxicity or other compliance issues shall result from use of this product.
- 11.2.11. Pertaining to the Water Reclamation Facility only:
- 11.2.11.1. C The estimated quantity of **Sodium Hypochlorite** to be ordered per twelve (12) months is 65,000 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.
- 11.2.11.2. C Normally the City takes one delivery per week, so the average quantity per delivery is approximately 1,250 gallons. A range of quantity per delivery is approximately between 200 and 1,500 gallons.
- 11.2.11.3. C As to the onsite storage devices and capacity, the City has one 5,300-gallon storage tank, one 4,000-gallon storage tank, and one 2,100-gallon storage tank, all above-ground and all City-owned.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.2.12. C Pertaining to the Water Treatment Facility only:
- 11.2.12.1. C The estimated quantity of **Sodium Hypochlorite** to be ordered per twelve (12) months is 26,000 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.
- 11.2.12.2. C Normally the City takes one delivery per week, so the average quantity per delivery is approximately 500 gallons. A range of quantity per delivery is approximately between 150 and 1,000 gallons.
- 11.2.12.3. C As to the onsite storage devices and capacity, the City shall provide two 1,000-gallon storage tanks, both above-ground and both City-owned.

American Development Corporation

821 William D. Jones Blvd.

Fayetteville TN 37334

888-542-8561 Fax - 931-438-2673

www.adc-chem.com

Sodium Hypochlorite 6-16%

Applications Disinfection & Oxidation

Description

Appearance: Clear to banana color	pH: 12.5 - 13.0
Physical State: Liquid	lbs/gal: 10.17
Component Sodium Hypochlorite	Odor: Pungent chlorine
Concentration: 6-16%	Boiling Point: 230° F
Specific Gravity: 1.20 - 1.22	Freezing Point: -12° F

Shipping Information

Proper shipping name: Hypochlorite solution	
D.O.T. Hazard Class: 8	UN number: 1791
Packaging Group III	Hazard Corrosive

Emergency Information

NFPA Rating:	<u>Health</u>	<u>Fire</u>	<u>Reactivity</u>
	2	0	1
2004 Emergency Response Guidebook Number: 154			
CERCLA Reportable Quantity:		100 lbs	

Handling Safety

Personal protective equipment during handling should include chemical goggles and/or face shield, chemical resistant gloves, boots and rain suit. In cases where significant exposure exists, use an approved NIOSH/MSHA breathing apparatus.

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy.

American Development Corporation
821 William D. Jones Blvd, Fayetteville TN 37334
888-542-8561 Fax - 931-438-2673
www.adc-chem.com

Material Safety Data Sheet

This Material Safety Data Sheet conforms to the requirements of ANSI z400.1.
This MSDS complies with 29 CFR 1910.1200 (Hazard Communication Standard)
Read this MSDS before handling & disposing of this product.

Section 1: Material Identification and Company Identification

Product Identity:	Sodium Hypochlorite 6-16%
Distributed By:	American Development Corporation
Address:	821 William D. Jones Blvd.
City/State:	Fayetteville TN 37334
Phone:	888-542-8561
Chem-Tel	800-255-3924

Section 2: Hazardous Ingredients

<u>Component</u>	<u>CAS NO.</u>	<u>Concentration</u>	<u>Hazard</u>
Sodium Hypochlorite	7681-52-9	6-16%	Corrosive/Oxidizer
Sodium Chloride	7647-14-5	5-13%	n/a
Sodium Hydroxide	1310-73-2	0.2-0.4%	Corrosive
Water	7732-18-5	Balance	n/a

Section 3: Hazards Identification

Primary routes of exposure:	Skin or eye contact, inhalation.
	Harmful if swallowed.
Potential Health Effects:	
	Eyes: Causes irritation and inflammation. May cause severe eye damage.
	Skin: May cause skin irritation.
	Ingestion: May cause abdominal pain, nausea, and/or vomiting. Can cause burns of the mouth, bleeding stomach, incoordination muscle spasms, and /or kidney injury.
	Inhalation: Mists may be irritating to the mucous membranes and respiratory tract.

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Section 4: First Aid Measures

Eye Contact: Immediately flush eyes thoroughly and continue to flush with constantly running water for 15 minutes, lifting the upper and lower eyelids occasionally. Get immediate medical attention.

Skin Contact: Immediately flush skin thoroughly and continue to flush with consistently running water for 15 minutes. Remove contaminated clothing and shoes; wash before reuse. Get immediate medical attention.

Ingestion: Do not induce vomiting. If conscious, give water or milk, or milk of magnesia. Do not give baking soda or acid antidotes. Do not give anything by mouth to an unconscious or convulsing person. Get immediate medical attention.

Inhalation: Remove to fresh air. Give artificial respiration if not breathing. Administer Oxygen if breathing is difficult. Get immediate medical attention.

Section 5: Fire Fighting Measures:

Extinguishing Media: This material is not combustible. Use extinguishing media appropriate for surrounding fire.

Flash Point, Deg F: Not Flammable

NFPA Rating:	Health	2
	Reactivity	1
	Fire	0
	Specific Hazard	Corrosive

Section 6: Accidental Release Measures:

Land Spill: Wear recommended PPE. Dike spill using soil, sand or compatible commercial absorbent. Dispose according to Federal, State and local regulations.

Water Spill: Wear recommended PPE. Stop or divert water flow. Dike contaminated water and remove for disposal and/or treatment. As appropriate, notify all downstream users of possible contamination.

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Section 7: Handling and Storage:

Store in cool, dry, well-ventilated area away from incompatible materials. Protect from direct sunlight and heat to avoid deterioration. Do not allow to freeze. Open container slowly to relieve any possible pressure. Protect eyes, skin and clothing from contact with product. Wear recommended personal protective equipment.

Section 8: Exposure Controls/Personal Protection

Control Measures: Use local mechanical exhaust ventilation capable of maintaining emissions in the work area below the OSHA PEL.

Recommended Personal Protective Equipment:

Respirator: For exposure above OSHA PEL or if use generates mists or aerosols, wear NIOSH-approved full face-piece or half mask air-purifying cartridge respirator or supplied air respirator.

Eyes: Wear chemical goggles and/or full face shield, unless a full face-piece respirator is also worn. It is generally recognized that contact lenses should not be worn when working with chemicals.

Gloves: Neoprene, nitrile, or natural rubber gloves.

Clothing: Wear neoprene, nitrile, or natural rubber apron or full protective clothing when handling product.

Other protective measures:

An eyewash and/or safety shower should be nearby and ready for use.

Section 9: Physical Properties

Appearance: Clear, banana color	Specific Gravity 1.20 - 1.22
Physical State: Liquid	Density (lbs/gal) 10.17
Odor: Pungent/Chlorine-like	pH 12.5 - 13.0
Odor Threshold: 0.3 ppm in air (chlorine)	% Volatile Approx. 85%
Molecular Formula: Mixture	Solubility Complete
Molecular Weight: Mixture	Flash Point n/a
Boiling Point: Decomposes at 230° F	
Freezing Point: -12° F	

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Section 10: Stability and Reactivity

Stability: Stable

Polymerization: Will not occur

Conditions to avoid: Heat, light, decrease in pH and contamination with heavy metals.

Incompatible materials: Acids, alcohols, amines, ammonia, chlorinated isocyanurates, combustibles, cyanides, detergents, ethers, hydrocarbons, oxidizable materials, reducing agents.

Hazardous decomposition products:

When heated to dryness and decomposition, this product may emit toxic fumes of Cl and toxic oxides of sodium. Solution will slowly liberate oxygen.

Section 11: Toxicological Information

Medical conditions aggravated by exposure:

Target Organs:

Corrosive to all body tissues by all routes of exposure.

Primary routes of exposure: eyes, skin, mucous membranes, lungs.

Section 12: Ecological Information

Environmental Fate: This material is completely soluble in water. No specific environmental fate information available. This material will affect the pH of water.

Environmental Effects: Aquatic toxicity for this material is not available.

Section 13: Disposal Considerations

RCRA 40 CFR 261 Classification:

Corrosive Waste

U.S. EPA Waste number/description:

D002

If this product is disposed of as shipped, it meets the criteria of a hazardous waste as defined under 40 CFR 261 due to its corrosivity. If this product becomes waste, it will be a hazardous waste which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly. As a hazardous liquid waste, it must be disposed of in accordance with local, state and federal regulations in a permitted hazardous waste treatment, storage or disposal facility.

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Section 14: Transportation Information

D.O.T. Proper Shipping Name:	Hypochlorite Solution
D.O.T. Hazard Class:	8
UN number:	1791
Packing Group:	III
D.O.T. Labels:	Primary: Corrosive Subsidiary: None required
D.O.T. Placards:	Corrosive
CERCLA Reportable Quantity:	100 lbs (NaOCl) RQ for product 800 lbs (78.7 gals)
Marine Pollutant:	No
2004 Emergency Response Guidebook Number	154

Section 15: Regulatory Information

TSCA Inventory Status:	Listed
SARA - 313 Listed Chemicals:	No
RCRA Hazardous Waste Number:	n/a
CERCLA:	Yes
Reportable Quantity:	100 lbs

Section 16: Other Information

CERCLA Comprehensive Environmental Response, Compensation and Liability Act of 1980

IARC International Agency for Research on Cancer

MSHA Mine Safety and Health Administration

NIOSH National Institute for Occupational Safety and Health

NTP National Toxicology Program

OSHA Occupational Safety and Health Administration

PEL-C OSHA Permissible Exposure Limit-OSHA Ceiling Exposure Limit

RCRA Resource Conservation and Recovery Act

SARA Superfund Amendments and Reauthorization Act of 1986

TLV-TWA Threshold Limit Value - Time Weighted Average

TSCA Toxic Substances Control Act

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Updated on: 11-Feb-09

American Development Corporation

P.O. Box 620
Fayetteville, Tennessee 37334
(931) 438-0653 (888) 542-8561

Customer References

- 1.) Water Authority of Dickson Co.
101 Cowan Road
Dickson, TN 37055

(615) 740-9130
Jimmy Murphy, Assistant Water Treatment Manager

*Supply and deliver water treatment chemicals as needed
- 2.) Murfreesboro Water & Sewer
300 NW Broad Street
Murfreesboro, TN 37133

(615) 890-0862
Alan Cranford, Superintendent

*Supply and deliver water treatment chemicals as needed
- 3.) 2nd South Cheatham Utility District
503 Valley Dr.
Kingston Springs, TN 37082

(615) 952-5088
Mark Moran, Plant Manager

*Supply and deliver water treatment chemicals as needed
- 4.) City of Franklin (Water & Wastewater)
109 3rd Ave. South
Franklin, TN 37064

(615) 791-3240 / (615) 791-3260
Juan Davis, Superintendent Water Reclamation Facility
Russell Sullivan, Superintendent Water Treatment Plant
Larry McClure, Assistant Superintendent Water Treatment Plant

*Supply and deliver water treatment chemicals as needed

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. 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.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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 which these Standard Procurement Terms and Conditions may accompany, 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. 2016-001 - 2016-004

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:

American Development Corporation

Attn: Mike Wetherington

821 William D Jones Blvd

P.O. Box 620

Fayetteville, TN 37334

931-438-2673

mikew@adc-chem.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. 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.
6. 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.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. 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.
10. 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

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
12. 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, 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 the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions 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.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, 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.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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 Tennessee)
County of Lincoln) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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.

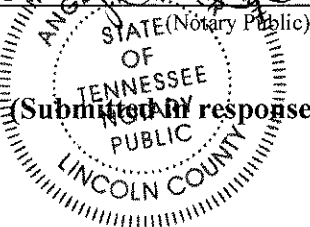
W. Michael Wetherington
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 12th day of October, 2015

Angela Richer
(Notary Public)

My Commission Expires: May 2019



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-001 - 2016-004)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Lincoln) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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.

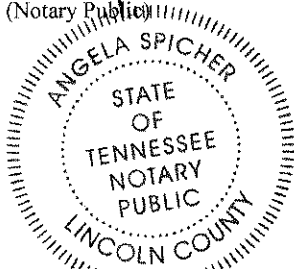
W. Michael Wetherington
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 12th day of October, 2015

Angela Spicher
(Notary Public)

My Commission Expires: May 2019



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Lincoln) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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.

W. M. Wetherington
(signature of Affiant)

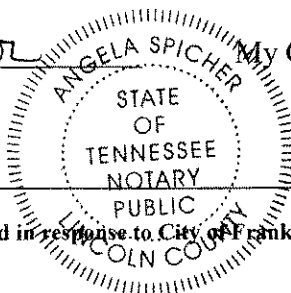
CEO

(title of Affiant)

Sworn and subscribed to before me this 13th day of October, 2015

Angela Spicher
(Notary Public)

My Commission Expires: May 2019



Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, W. Michael Wetherington agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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 the contract of which this Agreement is a part, 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.

W. Michael Wetherington
(signature of person whose printed name appears above)

CEO
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-001 - 2016-004)

Form revised 02/25/2005



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2015

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 Bagley & Bagley Insurance 102 East College St. P.O. Box 470 Fayetteville TN 37334	CONTACT NAME: Tammy Mullins PHONE (A/C, No, Ext): (931) 433-3933 E-MAIL: tammy@bagleyandbagley.com FAX (A/C, No): (931) 433-4843
INSURED American Development Corporation of Tennessee P. O. Box 620 Fayetteville TN 37334	INSURER(S) AFFORDING COVERAGE INSURER A: ChemPlan INSURER B: Argos Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: City of Franklin

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	ADDE 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 ☐ PROJECT ☐ LOC OTHER:	X		GLP2008867-13	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAP2008863-12	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000 OCCUR CLAIMS-MADE			FFX2008868-12	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	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	WC0440041092	6/1/2015	6/1/2016	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Franklin, TN shall be listed as an Additional Insured in regards to the above insured's General Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, TN
City Hall, Suite 107
109 3rd Ave. S.
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

Bagley & Bagley/OWEN

Bagley & Bagley

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by those entities with whom the named insured executes a written contract. With respect to the coverage afforded the additional insureds scheduled above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

Attachment No. 2

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
11/9/2015	Bagley & Bagley Insurance	City of Franklin	City of Franklin	Commercial General Liability	6/1/2016
				Automobile Liability	6/1/2016
				Umbrella Liability	6/1/2016
				Workers Compensation and Employers' Liability	6/1/2016
				Pollution Liability	6/1/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2015

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 Bagley & Bagley Insurance 102 East College St. P.O. Box 470 Fayetteville TN 37334	CONTACT NAME: Tammy Mullins PHONE (A/C, No. Ext): (931) 433-3933 FAX (A/C, No): (931) 433-4843 E-MAIL ADDRESS: bbtammy@fpunet.com
INSURED American Development Corporation of Tennessee P. O. Box 620 Fayetteville TN 37334	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Great Divide Insurance Company INSURER C: Argos Group INSURER D: Catlin Specialty Insurance Co. INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: City of Franklin 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLP2008867-13	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP2008863-12	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB			FFX2008868-12	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$				
	☐ DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0440041092	6/1/2015	6/1/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	E.L. EACH ACCIDENT \$ 1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Pollution Liability			STV-674797-0616	6/1/2015	6/1/2016	Occurrence/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Franklin, TN shall be listed as an Additional Insured in regards to the above insured's General Liability Coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. S. 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 Bagley & Bagley/OWEN <i>Bagley & Bagley</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by those entities with whom the named insured executes a written contract. With respect to the coverage afforded the additional insureds scheduled above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-002 (sodium hydroxide)							
Notice to Bidders published in the Williamson Herald on:		8/20/15							
Number of vendors that were notified of / that responded to this solicitation for bids:		19 / 4							
Date and time bids due and publicly opened:		10/15/15 2:00 PM							
Present at opening of bids:		Adam Karakas of Tidewater Products; Russell Sullivan of the City of Franklin Water Department; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/24/15							
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total quoted unit price per gallon:	Specified estimated quantities per year (U.S. gallons):	Total delivered bid price for specified estimated quantity per year:	Delivery terms / Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
American Development Corporation 821 William D. Jones Blvd. PO Box 620 Fayetteville, TN 37334 W. Michael Wetherington, CEO 888/542-8561 mikew@adc-chem.com	1 of 1	Yes	Yes / Bidder takes no exceptions	\$1.45	20,000	\$29,000.00	FOB destination, freight prepaid / net 30 days	1 day	10/14/16
Brenntag Mid-South, Inc. 1405 Hwy 136 west PO Box 20 Henderson, KY 42420 Tyson Schnitker, Branch Manager 270/830-1259	1 of 1	Yes	No / 1 (minimum quantity per delivery)	\$1.56	20,000	\$31,200.00	FOB destination, freight prepaid / net 30 days	3-5 days	12/31/15
Greenway Products, Inc. 4320 Greenway Dr. Knoxville, TN 37918 Wesley Sherrod, General Manager 865/524-4239 wesley@greenwayproductsinc.com	1 of 1	No; bid includes obsolete versions of CoF Bid Submittal Form and CoF Specifications.	No / 1 (minimum quantity per delivery)	\$2.33	20,000	\$46,600.00	FOB destination, freight prepaid / net 30 days	1-5 days	12/31/15
The C. I. Thornburg Co., Inc. 3333 Hydes Ferry Rd. Nashville, TN 37218 Phil Porter, Branch Manager 615/254-3484 phil.porter@cithornburg.com	1 of 1	No; bid is missing references, CoF T's & C's, CoF Affidavit of Non-Collusion, CoF Affidavit of Title VI Compliance and CoF Affidavit of Drug-Free Workplace.	Yes / Bidder takes no exceptions	\$1.78	20,000	\$35,600.00	FOB destination, freight prepaid / net 30 days	3-5 days	01/31/16

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0362)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and American Development Corporation of Fayetteville, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on August 20, 2015 Purchasing Office Solicitation No. 2016-001 through 2016-004, a procurement solicitation for bids for supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (Purchasing Office Solicitation No. 2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004), each being bid independently, (b) on August 21, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (c) on August 27, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (d) on August 31, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-001 through 2016-004, and (e) on September 1, 2015 Addendum No. 4 to Purchasing Office Solicitation No. 2016-001 through 2016-004 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 12, 2015 ("SUBMITTAL"), a copy of excerpts pertinent to sodium hydroxide from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall immediately suspend supply and delivery of the specified products and services 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.
5. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend supply and delivery of the specified products and services and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

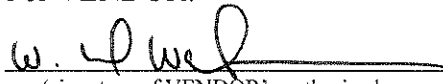
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0362)

6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.
8. CITY awarded on November 24, 2015 to VENDOR the purchase of sodium hydroxide pursuant to SOLICITATION, SUBMITTAL, and CERTIFICATE OF INSURANCE.
9. The term of award shall commence upon execution of this AGREEMENT and shall terminate June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR 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. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: CEO

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0362)

Attachment No. 1

Excerpts pertinent to sodium hydroxide 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.: 2016-001 through 2016-004

Vendor's name, street address, and mailing address:	American Development Corporation 821 William D Jones Blvd P.O. Box 620 Fayetteville, TN 37334
Vendor's contact person's name (printed), title, telephone number and e-mail address:	W. Michael Wetherington CEO 888-542-8561 mikew@adc-chem.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.
For which chemicals is the bidder competing (please mark one or more)?	☒ (a) sodium hypochlorite (2016-001) ☒ (b) sodium hydroxide (2016-002) ☒ (c) muriatic acid (hydrochloric) (2016-003) ☒ (d) sludge polymer (2016-004)
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) 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: _____.
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	10/14/16
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

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.: 2016-001 through 2016-004

Vendor's name:	American Development Corporation
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ 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. _____. ☒ Addenda Nos. <u>1, 2, 3, 4</u> . ☐ No addenda.
Signature of bidder's authorized representative: 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:	CEO
Date of signature:	10/12/15

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.: 2016-001 through 2016-004

Solicitation no.	Chemical	Strength	Type	Container for chemical upon delivery	City facility to which chemical is to be delivered	Estimated quantities per year ¹	Quoted unit prices ²	Estimated time of delivery (City business days after receipt of order)
2016-001	Sodium Hypochlorite	12.5%	Liquid	To be pumped into City tanks (see City specification no. 11.2.11.3)	Water Reclamation Facility ³	65,000 gallons	\$ <u>1.45</u> per gallon	<u>1 Day</u>
				To be pumped into City tanks (see City specification no. 11.2.12.3)	Water Treatment Facility ⁴	26,000 gallons	\$ <u>1.45</u> per gallon	<u>1 Day</u>
2016-002	Sodium Hydroxide	25%	Liquid	To be pumped into City tanks (see City specification no. 11.3.11)	Water Reclamation Facility ³	20,000 gallons	\$ <u>1.45</u> per gallon	<u>1 Day</u>
2016-003	Muriatic Acid (hydrochloric)	Normal commercial grade	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	2,200 gallons	\$ <u>3.55</u> per gallon	<u>1 Day</u>
2016-004	Sludge Polymer *ADC-103*	n/a	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	23,000 pounds	\$ <u>1.70</u> per pound	<u>1 Day</u>

Vendor's name: American Development Corporation

¹ Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

² "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

³ The City of Franklin Water Reclamation Facility is located at 135 Claude Yates Dr., Franklin, TN 37064.

⁴ The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

1. Solicitation identified: These specifications apply to the following procurement:
supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004); each being bid independently

Purchasing Office Solicitation No.: 2016-001 through 2016-004

2. Notice to Bidders publication date: **August 20, 2015**
3. Solicitation release date: **August 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 6, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 15, 2015, 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 6, 2015**
7. 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: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below. Note that the City is soliciting pricing for the four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order 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 seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- b. Any deviation or variance from the City's specifications shall be considered 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 and submitted by the bidder, 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 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 render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), 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 of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer 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 of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer 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.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 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 successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder 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 successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder 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 of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor 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 of Franklin 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 vendor 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 vendor 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 vendor's representation that materials supplied by the vendor 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:

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

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.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- 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 and submitted by the bidder, 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.

General:

11.1.1.

C

The City intends for the Water Management Department to use the specified chemicals for the treatment of raw wastewater for discharge as effluent. In the case of sodium hypochlorite only, the City intends for the Water Management Department to use that chemical also for the production of potable water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use or, in the case of sodium hypochlorite only, for these intended uses.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facilities specified below, the specified chemicals during the specified term of award.
- 11.1.3. C Quoted bid prices are to be offered by the bidder on a per unit basis, and shall be quoted in dollars per specified unit of measure per chemical.
- 11.1.4. C The quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.
- 11.1.5. C The successful bidder shall provide any labor and equipment necessary to unload or offload the chemical in a manner (a) consistent with best practices for shipping and receiving of that chemical, (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.
- 11.1.6. C The term of award pursuant to this procurement solicitation shall commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about January 1, 2016, and shall terminate June 30, 2017.
- 11.1.7. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor 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. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.8. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.9. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.10. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C 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.
- 11.1.13. C Invoices shall itemize dates and quantities delivered.
- 11.1.14. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.
- 11.1.15. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals 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 supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.
- 11.1.16. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

11.1.17. Insurance requirements:

11.1.17.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of 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	Certificate of Insurance shall indicate Certificate Holder* 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* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$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* 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* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

11.1.17.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply 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 the insurance requirements as specified above.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.17.3. 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 any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder 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.
- 11.1.17.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.3. Sodium Hydroxide:**
- 11.3.1. C City facility which utilizes **Sodium Hydroxide** and to which chemical is to be delivered:
Water Reclamation Facility
135 Claude Yates Dr.
Franklin, TN 37064
- 11.3.2. C Strength of chemical shall be 25%.
- 11.3.3. C Chemical shall be a liquid.
- 11.3.4. C Delivery shall include filling one or more onsite tanks provided by the City.
- 11.3.5. C Bidder shall price chemical in dollars per gallon of product.
- 11.3.6. C Chemical may be purchased in quantities less than one (1) tanker load per order.
- 11.3.7. C Deliveries shall be made within five (5) City business days after receipt of order.
- 11.3.8. C No aquatic toxicity or other compliance issues shall result from use of this product.
- 11.3.9. C The estimated quantity of **Sodium Hydroxide** to be ordered per twelve (12) months is 20,000 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.
- 11.3.10. C Normally the City takes one delivery per week, so the average quantity per delivery is approximately 385 gallons. A range of quantity per delivery is approximately between 100 and 1,000 gallons.
- 11.3.11. C As to the onsite storage devices and capacity, the City has one 2,000-gallon storage tank, one 1,000-gallon storage tank, and one 500-gallon storage tank, all above-ground and all City-owned.

American Development Corporation

821 William D. Jones Blvd.

Fayetteville TN 37334

888-542-8561 Fax - 931-438-2673

www.adc-chem.com

25% Caustic Soda

Applications pH Adjustment

Description

Appearance: Clear/Opaque	pH: 14
Physical State: Liquid	lbs/gal: 10.7
Component: Sodium Hydroxide	Odor: None
Concentration: 25%	Boiling Point: 240° F
Specific Gravity: 1.28 - 1.30	Freezing Point: 0° F

Shipping Information

Proper shipping name: Sodium Hydroxide solution	
D.O.T. Hazard Class: 8	UN number: 1824
Packaging Group: II	Hazard: Corrosive

Emergency Information

NFPA Rating:	<u>Health</u>	<u>Fire</u>	<u>Reactivity</u>
	3	0	2
2004 Emergency Response Guidebook Number: 154			
CERCLA Reportable Quantity:		1,000 lbs	

Handling Safety

Personal protective equipment during handling should include chemical goggles and/or face shield, chemical resistant gloves, boots and rain suit. In cases where significant exposure exists, use an approved NIOSH/MSHA breathing apparatus.

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy.

American Development Corporation
821 William D. Jones Blvd, Fayetteville TN 37334
888-542-8561 Fax - 931-438-2673
www.adc-chem.com

Material Safety Data Sheet

This Material Safety Data Sheet conforms to the requirements of ANSI z400.1.
This MSDS complies with 29 CFR 1910.1200 (Hazard Communication Standard)
Read this MSDS before handling & disposing of this product.

Section 1: Material Identification and Company Identification

Product Identity: **25% Caustic**

Distributed By: American Development Corporation

Address: 821 William D. Jones Blvd.

City/State: Fayetteville TN 37334

Phone: 888-542-8561

Chem-Tel 800-255-3924

Section 2: Hazardous Ingredients

<u>Component</u>	<u>CAS NO.</u>	<u>Concentration</u>	<u>Hazard</u>
Sodium Hydroxide	1310-73-2	25	Corrosive
Sodium Chloride	7647-14-5	<1.0	
Sodium Carbonate	497-19-8	<0.2	
Water	7732-18-5	Balance	

Section 3: Hazards Identification

Primary routes of exposure: Skin or eye contact, inhalation.

Harmful if swallowed.

Potential Health Effects:

Eyes: Can cause severe burns and permanent damage to eyes.

Skin: Can cause severe burns with deep ulceration burns.

Ingestion: Can cause severe irritation and/or burns to the entire gastrointestinal tract, characterized by nausea, abdominal pain and possible diarrhea.

Inhalation: Mist can cause irritation to lungs.

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy. This MSDS is to be used as a guideline for safe work practices and emergency response.

Section 4: First Aid Measures

Eye Contact: Immediately flush with large amounts of water for at least 15 minutes.
Seek medical attention.

Skin Contact: Immediately wash the affected area with large amounts of water while removing contaminated clothing. Call a physician.

Ingestion: If person is conscious give large amounts of water to drink. Do not induce vomiting. Call a physician.

Inhalation: Move to fresh air. Support respiration. Call a physician.

Section 5: Fire Fighting Measures:

Extinguishing Media: This material is not combustible. Use extinguishing media appropriate for surrounding fire.

Flash Point, Deg F: Not Flammable

NFPA Rating:	Health	3
	Fire	0
	Reactivity	2
	Hazard	Corrosive

Section 6: Accidental Release Measures:

Land Spill: Wear recommended PPE. Dike spill using soil, sand or compatible commercial absorbent. Dispose according to Federal, State and local regulations.

Water Spill: Wear recommended PPE. Stop or divert water flow. Dike contaminated water and remove for disposal and/or treatment. As appropriate, notify all downstream users of possible contamination.

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy. This MSDS is to be used as a guideline for safe work practices and emergency response.

Section 7: Handling and Storage:

Wear proper protection equipment. This product may be added slowly to water or acids with dilution & constant stirring to avoid a violent exothermic reaction, full protective clothing should be worn. Avoid contact with aluminum, tin, zinc, & alloys containing these metals. Do not mix with strong acids without dilution & agitation to prevent violent or explosive reaction. Store in closed, properly labeled tanks or containers.

Section 8: Exposure Controls/Personal Protection

Control Measures:

Recommended Personal Protective Equipment:

Respirator: Self-contained breathing apparatus (SCBA) with full face piece approved by NIOSH/MSHA

Eyes: chemical goggles, face shield

Gloves: Neoprene, PVC or rubber gloves

Clothing: Boots & rain suit

Other protective measures: Emergency eye wash and safety showers for first aid should be available near work area.

Section 9: Physical Properties

Appearance: Clear/Opaque	Specific Gravity	1.28 - 1.30
Physical State: Liquid	Density (lbs/gal)	10.7
Odor: Odorless	pH	14
Odor Threshold:	% Volatile	Not established
Molecular Formula:	Solubility	100%
Molecular Weight: 40	Flash Point	n/a
Boiling Point: 240° F		
Freezing Point: 0° F		

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy. This MSDS is to be used as a guideline for safe work practices and emergency response.

Section 10: Stability and Reactivity

Stability: Stable under normal conditions
Polymerization: Will not occur
Conditions to avoid: Avoid contact with leather, wool, acids, organic
Incompatible materials: Halogen compounds, NITRO compounds or metals such as aluminum, tin, and zinc.
Hazardous decomposition products:

Section 11: Toxicological Information

Medical conditions aggravated by exposure:
Target Organs:
Corrosive to all body tissues by all routes of exposure.
Primary routes of exposure: eyes, skin, mucous membranes, lungs.

Section 12: Ecological Information

Environmental Fate: This material is completely soluble in water and will significantly affect the pH. No specific environmental fate information is available.
Environmental Effects: The aquatic toxicity for this material has not been determined.

Section 13: Disposal Considerations

RCRA 40 CFR 261 Classification:	Corrosive waste
U.S. EPA Waste number/description:	D002
If this product is disposed of as shipped, it meets the criteria of a hazardous waste as defined under 40 CFR 261 due to its corrosivity. If this product becomes waste, it will be hazardous waste, which is subject to the Land Disposal Restrictions under 40 CFR 268 and must be managed accordingly.	

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy. This MSDS is to be used as a guideline for safe work practices and emergency response.

Section 14: Transportation Information

D.O.T. Proper Shipping Name:	Sodium Hydroxide Solution
D.O.T. Hazard Class:	8
UN number:	1824
Packing Group:	II
D.O.T. Labels:	Primary: Corrosive Subsidiary: n/a
D.O.T. Placards:	Corrosive
Marine Pollutant:	No
2004 Emergency Response Guidebook Number	154

Section 15: Regulatory Information

TSCA Inventory Status:	Yes
SARA - 313 Listed Chemicals:	No
RCRA Hazardous Waste Number:	No
CERCLA:	Yes
Reportable Quantity:	1,000 pounds

Section 16: Other Information

CERCLA Comprehensive Environmental Response, Compensation and Liability Act of 1980

IARC International Agency for Research on Cancer

MSHA Mine Safety and Health Administration

NIOSH National Institute for Occupational Safety and Health

NTP National Toxicology Program

OSHA Occupational Safety and Health Administration

PEL-C OSHA Permissible Exposure Limit-OSHA Ceiling Exposure Limit

RCRA Resource Conservation and Recovery Act

SARA Superfund Amendments and Reauthorization Act of 1986

TLV-TWA Threshold Limit Value - Time Weighted Average

TSCA Toxic Substances Control Act

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy. This MSDS is to be used as a guideline for safe work practices and emergency response.

American Development Corporation

P.O. Box 620
Fayetteville, Tennessee 37334
(931) 438-0653 (888) 542-8561

Customer References

- 1.) Water Authority of Dickson Co.
101 Cowan Road
Dickson, TN 37055

(615) 740-9130
Jimmy Murphy, Assistant Water Treatment Manager

*Supply and deliver water treatment chemicals as needed

- 2.) Murfreesboro Water & Sewer
300 NW Broad Street
Murfreesboro, TN 37133

(615) 890-0862
Alan Cranford, Superintendent

*Supply and deliver water treatment chemicals as needed

- 3.) 2nd South Cheatham Utility District
503 Valley Dr.
Kingston Springs, TN 37082

(615) 952-5088
Mark Moran, Plant Manager

*Supply and deliver water treatment chemicals as needed

- 4.) City of Franklin (Water & Wastewater)
109 3rd Ave. South
Franklin, TN 37064

(615) 791-3240 / (615) 791-3260
Juan Davis, Superintendent Water Reclamation Facility
Russell Sullivan, Superintendent Water Treatment Plant
Larry McClure, Assistant Superintendent Water Treatment Plant

*Supply and deliver water treatment chemicals as needed

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. 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.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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 which these Standard Procurement Terms and Conditions may accompany, 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. 2016-001 - 2016-004

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklin.tn.gov

In the case of Vendor:

American Development Corporation

Attn: Mike Wetherington

821 William D Jones Blvd

P.O. Box 620

Fayetteville, TN 37334

931-438-2673

mikew@adc-chem.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. 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.
6. 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.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. 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.
10. 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

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
12. 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, 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 the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions 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.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, 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.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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 Tennessee)
County of Lincoln) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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.

W. Michael Wetherington
(signature of Affiant)

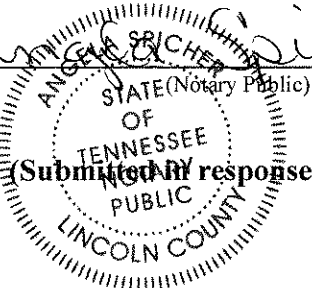
CEO
(title of Affiant)

Sworn and subscribed to before me this 12th day of October, 2015

Angela Richer
(Notary Public)

My Commission Expires: May 2019

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-001 - 2016-004)



Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Lincoln) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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.

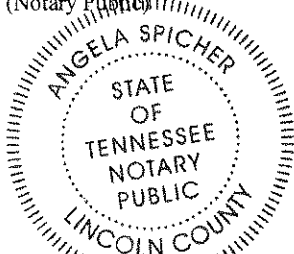
W. Michael Wetherington
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 12th day of October, 2015

Angela Spicher
(Notary Public)

My Commission Expires: May 2019



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Lincoln) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation,
(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.

W. M. Wetherington
(signature of Affiant)

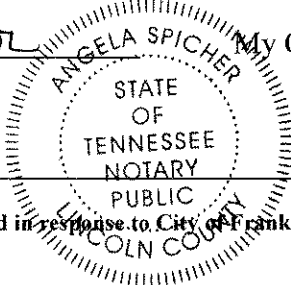
CEO

(title of Affiant)

Sworn and subscribed to before me this 13th day of October, 2015

Angela Spicher
(Notary Public)

My Commission Expires: May 2019



Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, W. Michael Wetherington agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
American Development Corporation
(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 the contract of which this Agreement is a part, 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.

W. Michael Wetherington
(signature of person whose printed name appears above)

CEO
(title of person whose printed name appears above)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2015

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 Bagley & Bagley Insurance 102 East College St. P.O. Box 470 Fayetteville TN 37334	CONTACT NAME: Tammy Mullins PHONE (A/C, No. Ext): (931) 433-3933 E-MAIL ADDRESS: tammy@bagleyandbagley.com FAX (A/C, No): (931) 433-4843
INSURED American Development Corporation of Tennessee P. O. Box 620 Fayetteville TN 37334	INSURER(S) AFFORDING COVERAGE INSURER A: ChemPlan INSURER B: Argos Group INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** City of Franklin**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 ☐ PROJECT ☐ LOC OTHER:	X		GLP2008867-13	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			BAP2008863-12	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	☒ UMBRELLA LIAB EXCESS LIAB ☐ OCCUR DED ☒ RETENTION \$ 10,000			FFX2008868-12	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	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	WC0440041092	6/1/2015	6/1/2016	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Franklin, TN shall be listed as an Additional Insured in regards to the above insured's General Liability Coverage.

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, TN
City Hall, Suite 107
109 3rd Ave. S.
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

Bagley & Bagley/OWEN

Bagley & Bagley

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by those entities with whom the named insured executes a written contract. With respect to the coverage afforded the additional insureds scheduled above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0362)

Attachment No. 2

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
11/9/2015	Bagley & Bagley Insurance	City of Franklin	City of Franklin	Commercial General Liability	6/1/2016
				Automobile Liability	6/1/2016
				Umbrella Liability	6/1/2016
				Workers Compensation and Employers' Liability	6/1/2016
				Pollution Liability	6/1/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/9/2015

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 Bagley & Bagley Insurance 102 East College St. P.O. Box 470 Fayetteville TN 37334	CONTACT NAME: Tammy Mullins PHONE (A/C, No. Ext): (931) 433-3933 FAX (A/C, No): (931) 433-4843 E-MAIL ADDRESS: bbtammy@fpunet.com
INSURED American Development Corporation of Tennessee P. O. Box 620 Fayetteville TN 37334	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Insurance Company INSURER B: Great Divide Insurance Company INSURER C: Argos Group INSURER D: Catlin Specialty Insurance Co. INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: City of Franklin	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			GLP2008867-13	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			BAP2008863-12	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
						Uninsured motorist combined \$ 1,000,000	
A	☒ UMBRELLA LIAB		OCCUR	FFX2008868-12	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$
	☐ DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC0440041092	6/1/2015	6/1/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			STV-674797-0616	6/1/2015	6/1/2016	Occurrence/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The City of Franklin, TN shall be listed as an Additional Insured in regards to the above insured's General Liability Coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. S. 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 Bagley & Bagley/OWEN <i>Bagley & Bagley</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by those entities with whom the named insured executes a written contract. With respect to the coverage afforded the additional insureds scheduled above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-003 (muriatic acid (hydrochloric))							
Notice to Bidders published in the Williamson Herald on:		8/20/15							
Number of vendors that were notified of / that responded to this solicitation for bids:		19 / 4							
Date and time bids due and publicly opened:		10/15/15 2:00 PM							
Present at opening of bids:		Adam Karakas of Tidewater Products; Russell Sullivan of the City of Franklin Water Department; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/24/15							
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total quoted unit price per gallon:	Specified estimated quantities per year (U.S. gallons):	Total delivered bid price for specified estimated quantity per year:	Delivery terms / Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
American Development Corporation 821 William D. Jones Blvd. PO Box 620 Fayetteville, TN 37334 W. Michael Wetherington, CEO 888/542-8561 mikew@adc-chem.com	1 of 1	Yes	Yes / Bidder takes no exceptions	\$3.55	2,200	\$7,810.00	FOB destination, freight prepaid / net 30 days	1 day	10/14/16
Brenntag Mid-South, Inc. 1405 Hwy 136 west PO Box 20 Henderson, KY 42420 Tyson Schnitker, Branch Manager 270/830-1259	1 of 1	Yes	Yes / Bidder takes no exceptions	\$1.98	2,200	\$4,356.00	FOB destination, freight prepaid / net 30 days	3-5 days	12/31/15
Greenway Products, Inc. 4320 Greenway Dr. Knoxville, TN 37918 Wesley Sherrod, General Manager 865/524-4239 wesley@greenwayproductsinc.com	1 of 1	No; bid includes obsolete versions of CoF Bid Submittal Form and CoF Specifications.	Yes / Bidder takes no exceptions	\$2.14	2,200	\$4,708.00	FOB destination, freight prepaid / net 30 days	1-5 days	12/31/15
The C. I. Thornburg Co., Inc. 3333 Hydes Ferry Rd. Nashville, TN 37218 Phil Porter, Branch Manager 615/254-3484 phil.porter@cithornburg.com	1 of 1	No; bid is missing references, CoF T's & C's, CoF Affidavit of Non-Collusion, CoF Affidavit of Title VI Compliance and CoF Affidavit of Drug-Free Workplace.	Yes / Bidder takes no exceptions	\$2.48	2,200	\$5,456.00	FOB destination, freight prepaid / net 30 days	3-5 days	01/31/16

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0363)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Brenntag Mid-South, Inc. of Henderson, Kentucky ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on August 20, 2015 Purchasing Office Solicitation No. 2016-001 through 2016-004, a procurement solicitation for bids for supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (Purchasing Office Solicitation No. 2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004), each being bid independently, (b) on August 21, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (c) on August 27, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (d) on August 31, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-001 through 2016-004, and (e) on September 1, 2015 Addendum No. 4 to Purchasing Office Solicitation No. 2016-001 through 2016-004 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 12, 2015 ("SUBMITTAL"), a copy of excerpts pertinent to muriatic acid (hydrochloric) from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall immediately suspend supply and delivery of the specified products and services 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.
5. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend supply and delivery of the specified products and services and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0363)

6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
8. CITY awarded on November 24, 2015 to VENDOR the purchase of muriatic acid (hydrochloric) pursuant to SOLICITATION, SUBMITTAL, and CERTIFICATE OF INSURANCE.
9. The term of award shall commence upon execution of this AGREEMENT and shall terminate June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR 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. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE:

Branch Manager

For CITY:

(signature of CITY's authorized representative)

TITLE:

Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0363)

Attachment No. 1

Excerpts pertinent to muriatic acid (hydrochloric) 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

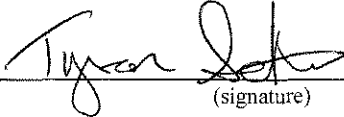
Purchasing Office Solicitation No.: 2016-001 through 2016-004

Vendor's name, street address, and mailing address:	Brenntag Mid-South, Inc. 1405 Hwy 136 West P.O. Box 20 Henderson, KY 42420
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Tyson Schnitker Branch Manager 270-830-1259
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.
For which chemicals is the bidder competing (please mark one or more)?	☒ (a) sodium hypochlorite (2016-001) ☒ (b) sodium hydroxide (2016-002) ☒ (c) muriatic acid (hydrochloric) (2016-003) ☐ (d) sludge polymer (2016-004)
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) 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: _____
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	December 31, 2015
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

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.: 2016-001 through 2016-004

Vendor's name:	
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ 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. _____ ☒ Addenda Nos. <u>1,2,3,4</u> ☐ No addenda.
Signature of bidder's authorized representative: 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>Branch Manager</u>
Date of signature:	<u>October 12, 2015</u>

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.: 2016-001 through 2016-004

Solicitation no.	Chemical	Strength	Type	Container for chemical upon delivery	City facility to which chemical is to be delivered	Estimated quantities per year ¹	Quoted unit prices ²	Estimated time of delivery (City business days after receipt of order)
2016-001	Sodium Hypochlorite	12.5%	Liquid	To be pumped into City tanks (see City specification no. 11.2.11.3)	Water Reclamation Facility ³	65,000 gallons	\$1.62 per gallon	3-5
				To be pumped into City tanks (see City specification no. 11.2.12.3)	Water Treatment Facility ⁴	26,000 gallons	\$1.62 per gallon	3-5
2016-002	Sodium Hydroxide	25%	Liquid	To be pumped into City tanks (see City specification no. 11.3.11)	Water Reclamation Facility ³	20,000 gallons	\$1.56 per gallon	3-5
2016-003	Muriatic Acid (hydrochloric)	Normal commercial grade	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	2,200 gallons	\$1.98 per gallon	3-5
2016-004	Sludge Polymer	n/a	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	23,000 pounds	\$1.50 per pound	3-5

Vendor's name: Brenntag Mid-South, Inc.

¹ Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

² "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

³ The City of Franklin Water Reclamation Facility is located at 135 Claude Yates Dr., Franklin, TN 37064.

⁴ The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.

Brief Descriptions

Sodium Hypochlorite 12.5% - See SDS for detailed description.

Sodium Hydroxide/Caustic Soda 25% Solution - See SDS for detailed description.

Muriatic Acid/Hydrochloric Acid 20 degree - See SDS for detailed description.

Sludge Polymer/Brennfloc CP 2606 Polymer - See SDS for detailed description.

In plant trial resulted in 17.1 percent solids.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

1. Solicitation identified: These specifications apply to the following procurement:
supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004); each being bid independently

Purchasing Office Solicitation No.: 2016-001 through 2016-004

2. Notice to Bidders publication date: **August 20, 2015**
3. Solicitation release date: **August 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 6, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 15, 2015, 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 6, 2015**
7. 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: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below. Note that the City is soliciting pricing for the four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order 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 seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- b. Any deviation or variance from the City's specifications shall be considered 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 and submitted by the bidder, 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 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 render the specified service(s).
 - b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), 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 of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer 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 of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer 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.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 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 successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder 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 successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder 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 of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor 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 of Franklin 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 vendor 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 vendor 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 vendor's representation that materials supplied by the vendor 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:

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

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.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- 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 and submitted by the bidder, 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.

General:

11.1.1.

C

The City intends for the Water Management Department to use the specified chemicals for the treatment of raw wastewater for discharge as effluent. In the case of sodium hypochlorite only, the City intends for the Water Management Department to use that chemical also for the production of potable water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use or, in the case of sodium hypochlorite only, for these intended uses.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facilities specified below, the specified chemicals during the specified term of award.
- 11.1.3. C Quoted bid prices are to be offered by the bidder on a per unit basis, and shall be quoted in dollars per specified unit of measure per chemical.
- 11.1.4. C The quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.
- 11.1.5. C The successful bidder shall provide any labor and equipment necessary to unload or offload the chemical in a manner (a) consistent with best practices for shipping and receiving of that chemical, (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.
- 11.1.6. C The term of award pursuant to this procurement solicitation shall commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about January 1, 2016, and shall terminate June 30, 2017.
- 11.1.7. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor 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. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.8. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.9. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.10. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C 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.
- 11.1.13. C Invoices shall itemize dates and quantities delivered.
- 11.1.14. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.
- 11.1.15. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals 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 supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.
- 11.1.16. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

11.1.17. Insurance requirements:

11.1.17.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of 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	Certificate of Insurance shall indicate Certificate Holder* 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* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$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* 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* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

11.1.17.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply 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 the insurance requirements as specified above.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.17.3. 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 any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder 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.
- 11.1.17.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.4. **Muriatic Acid (hydrochloric):**
- 11.4.1. C City facility which utilizes **Muriatic Acid (hydrochloric)** and to which chemical is to be delivered:
Water Reclamation Facility
135 Claude Yates Dr.
Franklin, TN 37064
- 11.4.2. C Strength of chemical shall be normal commercial grade.
- 11.4.3. C Chemical shall be a liquid.
- 11.4.4. C Chemical shall be delivered in 55-gallon drums or totes.
- 11.4.5. C Bidder shall price chemical in dollars per gallon of product.
- 11.4.6. C Chemical will be purchased in quantities not less than two (2) drums per order.
- 11.4.7. C Deliveries shall be made within five (5) City business days after receipt of order.
- 11.4.8. C No aquatic toxicity or other compliance issues shall result from use of this product.
- 11.4.9. C The estimated quantity of **Muriatic Acid (hydrochloric)** to be ordered per twelve (12) months is 2,200 gallons. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.

1. Identification

Product identifier HYDROCHLORIC ACID 20 BE NSF
Other means of identification None.
Recommended use ALL PROPER AND LEGAL PURPOSES
Recommended restrictions None known.
Manufacturer/Importer/Supplier/Distributor information
Manufacturer
Company name Brenntag Mid-South, Inc.
Address 1405 Highway 136, West
Henderson, KY 42420
Telephone 270-830-1222
E-mail Not available.
Emergency phone number 800-424-9300 CHEMTREC

2. Hazard(s) identification

Physical hazards Not classified.
Health hazards Acute toxicity, oral Category 4
Skin corrosion/irritation Category 1A
Serious eye damage/eye irritation Category 1
Environmental hazards Not classified.
OSHA defined hazards Not classified.
Label elements



Signal word Danger
Hazard statement Harmful if swallowed. Causes severe skin burns and eye damage. Causes serious eye damage.
Precautionary statement
Prevention Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Wear eye protection/face protection. Wear protective gloves/protective clothing/eye protection/face protection.
Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.
Storage Store locked up.
Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC) None known.
Supplemental information None.

3. Composition/information on ingredients
Mixtures

Chemical name	Common name and synonyms	CAS number	%
HYDROCHLORIC ACID		7647-01-0	31.5
Other components below reportable levels			68.5

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Coughing.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Do not taste or swallow. When using, do not eat, drink or smoke. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	7 mg/m ³
		5 ppm

US. ACGIH Threshold Limit Values

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	2 ppm

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
HYDROCHLORIC ACID (CAS 7647-01-0)	Ceiling	7 mg/m ³
		5 ppm

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance

Physical state	Liquid.
Form	Liquid.
Color	COLORLESS TO SLIGHTLY YELLOW

Odor

Pungent

Odor threshold

Not available.

pH

Not available.

Melting point/freezing point

-63 °F (-52.78 °C)

Initial boiling point and boiling range

107.08 °F (41.71 °C) estimated

Flash point

Not available.

Evaporation rate

Not available.

Flammability (solid, gas)

Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not available.

Flammability limit - upper (%) Not available.

Explosive limit - lower (%) Not available.

Explosive limit - upper (%)	Not available.
Vapor pressure	0.00001 hPa estimated
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	9.68 lbs/gal
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.
Percent volatile	68.5 % estimated
Specific gravity	1.16

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Amines.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Coughing.

Information on toxicological effects

Acute toxicity	Harmful if swallowed.
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Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
<u>Acute</u>		
Dermal		
LD50	Mouse	1449 mg/kg
Inhalation		
LC50	Mouse	1108 ppm, 1 Hours
	Rat	3124 ppm, 1 Hours
Oral		
LD50	Rabbit	900 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation	Causes severe skin burns and eye damage.
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Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.
IARC Monographs. Overall Evaluation of Carcinogenicity	
HYDROCHLORIC ACID (CAS 7647-01-0) 3 Not classifiable as to carcinogenicity to humans.	
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not listed.	
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
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Components	Species	Test Results
HYDROCHLORIC ACID (CAS 7647-01-0)		
Aquatic		
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 282 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	
UN number	UN1789
UN proper shipping name	HYDROCHLORIC ACID
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	II
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

ERG number 157
DOT information on packaging may be different from that listed.

DOT



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

HYDROCHLORIC ACID (CAS 7647-01-0) Listed.

SARA 304 Emergency release notification

HYDROCHLORIC ACID (CAS 7647-01-0) 5000 LBS

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
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HYDROCHLORIC ACID	7647-01-0	5000	500 lbs		
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SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
HYDROCHLORIC ACID	7647-01-0	31.5

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

HYDROCHLORIC ACID (CAS 7647-01-0)

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

HYDROCHLORIC ACID (CAS 7647-01-0)

Safe Drinking Water Act (SDWA) Not regulated.

Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))

HYDROCHLORIC ACID (CAS 7647-01-0) 20 %WV

DEA Exempt Chemical Mixtures Code Number

HYDROCHLORIC ACID (CAS 7647-01-0) 6545

US state regulations

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. California. Candidate Chemicals List. Safer Consumer Products Regulations (Cal. Code Regs. tit. 22, 69502.3, subd. (a))

HYDROCHLORIC ACID (CAS 7647-01-0)

US. Massachusetts RTK - Substance List

HYDROCHLORIC ACID (CAS 7647-01-0)

US. New Jersey Worker and Community Right-to-Know Act

HYDROCHLORIC ACID (CAS 7647-01-0)

US. Pennsylvania Worker and Community Right-to-Know Law

HYDROCHLORIC ACID (CAS 7647-01-0)

US. Rhode Island RTK

HYDROCHLORIC ACID (CAS 7647-01-0)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 05-26-2015

Revision date 07-22-2015

Version # 03

HMIS® ratings
Health: 3
Flammability: 0
Physical hazard: 0

NFPA ratings
Health: 3
Flammability: 0
Instability: 0

Disclaimer While Brenntag believes the information contained herein to be accurate, Brenntag makes no representation or warranty, express or implied, regarding, and assumes no liability for, the accuracy or completeness of the information. The Buyer assumes all responsibility for handling, using and/or reselling the Product in accordance with applicable federal, state, and local law. This SDS shall not in any way limit or preclude the operation and effect of any of the provisions of Brenntag's terms and conditions of sale.

Reference Request

Brenntag Mid-South, Inc.

**Murfreesboro Water and Sewer
PO Box 1477
Murfreesboro, TN 37130**

Bid proposal for chemicals

**D. Crocker – Purchasing
615-848-3222**

**Gallatin Water and Sewer
239 Hancock Street
Gallatin, TN 37066**

Bid proposal for chemicals

**Dee Wilson – Purchasing
615-451-5922**

**White House Utility
PO Box 608
307 Rockland Road
Hendersonville, TN 37075**

Bid proposal for chemicals

**Chris MacPhee – Purchasing
615-824-4656**

**City of Franklin
109 Third Ave. South
Franklin, TN 37065-0305**

Bid proposal for chemicals

Brian Wilcox - Purchasing

Brenntag Mid-South, Inc.

Henderson Branch
1405 Highway 136 West
PO. Box 20
Henderson, KY 42419-0020

Tel.	(270) 827-4509
Toll Free	(800) 950-1727
Fax	(270) 827-3990

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. 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.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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 which these Standard Procurement Terms and Conditions may accompany, 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.

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail:

In the case of Vendor:

Brenntag Mid-South, Inc.

Tyson Schnitker

2016-001 2016-004

-

1405 Hwy 136 W

P.O. Box 20

Henderson, KY 42420

270-827-3990

tschnitker@brenntag.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. 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.
6. 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.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. 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.
10. 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

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
12. 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, 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 the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions 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.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, 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.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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 Kentucky)
County of Henderson) SS

Affiant, Chad A. Massie, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Senior Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, 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.

Chad A. Massie
(signature of Affiant)

Senior Vice President
(title of Affiant)

Sworn and subscribed to before me this 1st day of September, 2015

Sandra L. Littrell
(Notary Public)

My Commission Expires: 1/22/15

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-001 - 2016-004)
Sandra L. Littrell
Notary Public, KY State at Large
Notary ID 503005
My Commission Expires: 1/22/18

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

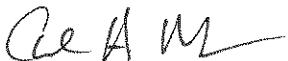
State of Kentucky)
County of Henderson) SS

Affiant, Chad A. Massie, deposes and makes oath that:
(printed name of person signing Affidavit)

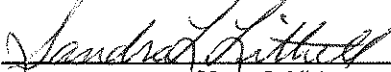
1. He or she is the Senior Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, Inc.
(legal name of entity submitting bid or proposal)

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.

 Senior Vice President
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 2nd day of September, 2015

 My Commission Expires: 1/22/18
(Notary Public)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Kentucky)
County of Henderson) SS

Affiant, Chad A. Massie, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Senior Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, Inc.
(legal name of entity submitting bid or proposal)

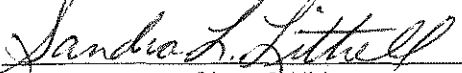
the Bidder or Proposer who has submitted the attached bid or proposal;

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)

Senior Vice President
(title of Affiant)

Sworn and subscribed to before me this 1st day of September, 20 15


(Notary Public)

My Commission Expires: 1/22/18

Sandra L. Littrell

Submitted in response to City of Franklin Purchasing Office Solicitation No. _____

2015-001 2016-004

Notary Public, KY State at Large

Notary ID 503005

My Commission Expires: 1/22/18

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0363)

Attachment No. 2

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
11/12/2015	Marsh USA Inc.	CLE-004765287-14, Revision No. 24	City of Franklin, Tennessee	Commercial General Liability, including sudden and accidental pollution coverage	01/01/2016
				Automobile Liability	01/01/2016
				Workers Compensation and Employers' Liability	01/01/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/12/2015

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 Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 424780-ALL-GAW-15-16	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A: Insurance Company Of The State Of PA INSURER B: Greenwich Insurance Company INSURER C: XL Specialty Insurance Company INSURER D: INSURER E: INSURER F:	
INSURED BRENNTAG MID-SOUTH, INC. 1405 HWY 136 W HENDERSON, KY 42420	NAIC # 19429 22322 37885 	

COVERAGES**CERTIFICATE NUMBER:**

CLE-004765287-14

REVISION NUMBER: 24

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 SUBR INSD 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 ☐ PROJECT ☐ LOC OTHER:	X	GL 0696955	01/01/2015	01/01/2016	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		RAD943713310	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
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 ☐ N/A	RWR943509010 (WI) RWD943509110 (AOS) RWD943544101 (AK)	01/01/2015 01/01/2015 01/01/2015	01/01/2016 01/01/2016 01/01/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CITY OF FRANKLIN, TENNESSEE IS INCLUDED AS ADDITIONAL INSURED EXCEPT FOR WORKERS COMPENSATION, WHERE REQUIRED BY WRITTEN CONTRACT.
SUDDEN AND ACCIDENTAL POLLUTION COVERAGE IS INCLUDED IN THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF FRANKLIN, TENNESSEE FRANKLIN CITY HALL, SUITE 107 109 3RD AVENUE SOUTH P.O. BOX 305 FRANKLIN, TN 37065-0305	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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

© 1988-2014 ACORD CORPORATION. All rights reserved.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2015 forms a part of

policy No. GL 069-69-55 issued to BRENNTAG NORTH AMERICA, INC.

by THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

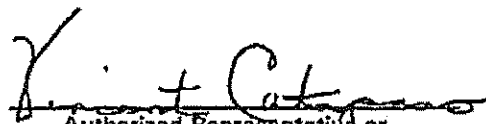
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

However, the insurance provided will not exceed the lesser of:

- The coverage and/or limits of this policy, or
- The coverage and/or limits required by said contract or agreement.


Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT # MAN001

This endorsement, effective 12:01 A.M. 01/01/2015 forms a part of

Policy No. GL 069-69-55 issued to BRENNTAG NORTH AMERICA, INC.

By: THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA

BLENDED POLLUTION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Form

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE
LIABILITY, 2. Exclusions, f. Pollution** is deleted in its entirety and replaced by the following:

f. Pollution

- (1) "Bodily injury" or "property damage" 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 (a) does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor, or soot from equipment used to heat that building;
 - (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 premise, 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;
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke, or fumes from a "hostile fire";
 - (iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by fire, explosion, lightening, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, automatic sprinkler leakage, earthquake, or collision or upset of "mobile equipment"; or
 - (v) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by perils other than those listed in (iv) above, provided that:

- a. Such pollution commences during the term of this policy;
 - b. An insured discovers the commencement of such pollution no later than twenty (20) calendar days after it commences; and
 - c. The insured reports the commencement of such pollution to us in writing no later than eighty (80) days following its discovery by any insured.
- (b) At or from any premise, 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:
- (i) Which is or was at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom the insured may be legally responsible; or
 - (ii) 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, subparagraph (b) does not apply to:
 - a. "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other fluids that 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 that are brought on or to the premises, site or location with the intent that they be discharged or released as part of the operations being performed by such insured, contractor or subcontractor;
 - b. "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;
 - c. "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - d. The "bodily injury" or "property damage" arises out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants" caused by fire, explosion, lightning, windstorm, vandalism or malicious mischief, collapse, riot and civil commotion, flood, automatic sprinkler leakage, earthquake, or collision or upset of "mobile equipment"; or
 - e. The "bodily injury" or "property damage" arises out of the actual discharge, dispersal, seepage, migration,

release or escape of "pollutants" caused by perils other than those listed above, provided that:

1. Such pollution commences during the term of this policy;
2. An insured discovers the commencement of such pollution no later than twenty (20) calendar days after it commences; and
3. The insured reports the commencement of such pollution to us in writing no later than eighty (80) days following its discovery by any insured.

(c) 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".

Furthermore, limitation (1) above shall not apply with respect to:

- (i) Collision, overturning, or upset of any railroad vehicle.
- (ii) The products liability and completed operations liability hazards.
- (iii) Any intentional discharge or dispersal of any substance for the purpose of mitigating or avoiding "bodily injury" and/or "property damage" subject to the policy retention.

(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 limitation (2) 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.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0363)

Attachment No. 3

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Chad A. Massie agrees that:
(printed name of person signing Agreement)

1. He or she is the Senior Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Brenntag Mid-South, 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 the contract of which this Agreement is a part, 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)

Senior Vice President
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-001 2016-004 -)

Form revised 02/25/2005

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-004 (sludge polymer)							
Notice to Bidders published in the Williamson Herald on:		8/20/15							
Number of vendors that were notified of / that responded to this solicitation for bids:		19 / 5							
Date and time bids due and publicly opened:		10/15/15 2:00 PM							
Present at opening of bids:		Adam Karakas of Tidewater Products; Russell Sullivan of the City of Franklin Water Department; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/24/15							
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total quoted unit price per pound:	Specified estimated quantities per year (U.S. pounds):	Total delivered bid price for specified estimated quantity per year:	Delivery terms / Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
American Development Corporation 821 William D. Jones Blvd. PO Box 620 Fayetteville, TN 37334 W. Michael Wetherington, CEO 888/542-8561 mikew@adc-chem.com	1 of 1	Yes	No / 1 (percent total solids)	\$1.70	23,000	\$39,100.00	FOB destination, freight prepaid / net 30 days	1 day	10/14/16
Brenntag Mid-South, Inc. 1405 Hwy 136 west PO Box 20 Henderson, KY 42420 Tyson Schnitker, Branch Manager 270/830-1259	1 of 1	Yes (CoF notes bidder's CoF Bid Submittal Form indicates bidder is not competing for sludge polymer)	Yes / Bidder takes no exceptions	\$1.50	23,000	\$34,500.00	FOB destination, freight prepaid / net 30 days	3-5 days	12/31/15
Jones Sales Company 620 Forest Drive PO Box 341 Humboldt, TN 38343 Joe Jones, Owner 731/234-2825 jonesj784@gmail.com	1 of 1	No; bid includes obsolete version of CoF Bid Submittal Form, is missing p. 8 of the CoF Specifications and is missing references.	Unable to determine	\$1.35	23,000	\$31,050.00	FOB destination, freight prepaid terms not acceptable to bidder / net 30 days acceptable	5 days	12/31/15
Polydyne, Inc. One Chemical Plant Rd. PO Box 279 Riceboro, GA 31323 Boyd Stanley, Business Director 912/880-2035 polybiddpt@snfhc.com	1 of 1	Yes	Yes / Bidder takes no exceptions	\$0.84	23,000	\$19,320.00	FOB destination, freight prepaid / net 30 days	3-14 days	10/15/16
Tidewater Products, Inc. 4520 Brookside Road PO Box 23181 Toledo, OH 43615 / 43623 Adam Karakas, President 419/534-9870 akarakas@tidewaterproducts.com	1 of 1	No; bid is missing CoF Affidavit of Drug-Free Workplace.	Yes / Bidder takes no exceptions	\$1.14	23,000	\$26,220.00	FOB destination, freight prepaid / net 30 days	15 days	12/31/15

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0364)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Polydyne, Inc. of Riceboro, Georgia ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on August 20, 2015 Purchasing Office Solicitation No. 2016-001 through 2016-004, a procurement solicitation for bids for supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (Purchasing Office Solicitation No. 2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004), each being bid independently, (b) on August 21, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (c) on August 27, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-001 through 2016-004, (d) on August 31, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-001 through 2016-004, and (e) on September 1, 2015 Addendum No. 4 to Purchasing Office Solicitation No. 2016-001 through 2016-004 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 12, 2015 ("SUBMITTAL"), a copy of excerpts pertinent to sludge polymer from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in its SUBMITTAL a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall immediately suspend supply and delivery of the specified products and services 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.
5. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of the specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend supply and delivery of the specified products and services and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

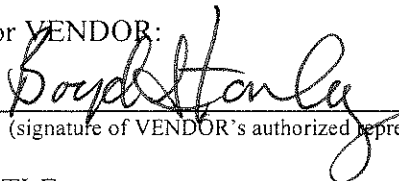
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0364)

6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.
8. CITY awarded on November 24, 2015 to VENDOR the purchase of sludge polymer pursuant to SOLICITATION, SUBMITTAL, and CERTIFICATE OF INSURANCE.
9. The term of award shall commence upon execution of this AGREEMENT and shall terminate June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR 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. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Boyd Stanley, Business Director

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0364)

Attachment No. 1

Excerpts pertinent to sludge polymer 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

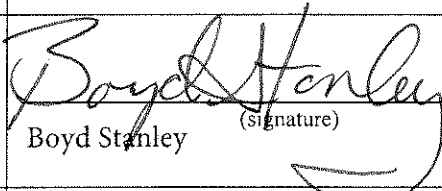
Purchasing Office Solicitation No.: 2016-001 through 2016-004

Vendor's name, street address, and mailing address:	Polydyne Inc. One Chemical Plant Rd. P.O. Box 279 Riceboro, GA 31323
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Boyd Stanley Business Director (912) 880-2035 polybiddpt@snfhc.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.
For which chemicals is the bidder competing (please mark one or more)?	☐ (a) sodium hypochlorite (2016-001) ☐ (b) sodium hydroxide (2016-002) ☐ (c) muriatic acid (hydrochloric) (2016-003) ☒ (d) sludge polymer (2016-004)
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☐ Yes. ☒ No, bidder requests the following delivery terms: <u>freight included in price</u>
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, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>10/15/16</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☒ Visa credit card.

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.: 2016-001 through 2016-004

Vendor's name:	Polydyne Inc.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ 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. _____ ☒ Addenda Nos. <u>1 - 4</u> ☐ No addenda.
Signature of bidder's authorized representative: 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.	 Boyd Stanley (signature)
Title of bidder's authorized representative:	Business Director
Date of signature:	10/12/15

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.: 2016-001 through 2016-004

Solicitation no.	Chemical	Strength	Type	Container for chemical upon delivery	City facility to which chemical is to be delivered	Estimated quantities per year ¹	Quoted unit prices ²	Estimated time of delivery (City business days after receipt of order)
2016-001	Sodium Hypochlorite	12.5%	Liquid	To be pumped into City tanks (see City specification no. 11.2.11.3)	Water Reclamation Facility ³	65,000 gallons	\$ <u>N/A</u> per gallon	_____
				To be pumped into City tanks (see City specification no. 11.2.12.3)	Water Treatment Facility ⁴	26,000 gallons	\$ <u>N/A</u> per gallon	_____
2016-002	Sodium Hydroxide	25%	Liquid	To be pumped into City tanks (see City specification no. 11.3.11)	Water Reclamation Facility ³	20,000 gallons	\$ <u>N/A</u> per gallon	_____
2016-003	Muriatic Acid (hydrochloric)	Normal commercial grade	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	2,200 gallons	\$ <u>N/A</u> per gallon	_____
2016-004	Sludge Polymer	n/a	Liquid	55-gallon drum or tote	Water Reclamation Facility ³	23,000 pounds	\$ <u>\$0.840</u> per pound	<u>3 - 14</u>

Vendor's name: Polydyne Inc.

¹ Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

² "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

³ The City of Franklin Water Reclamation Facility is located at 135 Claude Yates Dr., Franklin, TN 37064.

⁴ The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

1. Solicitation identified: These specifications apply to the following procurement:
supply and delivery upon demand of each of the following water and wastewater treatment chemicals for the specified term of award: sodium hypochlorite (2016-001), sodium hydroxide (2016-002), muriatic acid (hydrochloric) (2016-003), and sludge polymer (2016-004); each being bid independently

Purchasing Office Solicitation No.: 2016-001 through 2016-004

2. Notice to Bidders publication date: **August 20, 2015**
3. Solicitation release date: **August 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 6, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 15, 2015, 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 6, 2015**
7. 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: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below. Note that the City is soliciting pricing for the four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order 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 seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- b. Any deviation or variance from the City's specifications shall be considered 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 and submitted by the bidder, 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 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 render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), 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 of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer 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 of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer 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.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 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 successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder 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 successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder 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 of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor 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 of Franklin 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 vendor 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 vendor 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 vendor's representation that materials supplied by the vendor 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:

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

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.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- 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 and submitted by the bidder, 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.

General:

11.1.1.

C

The City intends for the Water Management Department to use the specified chemicals for the treatment of raw wastewater for discharge as effluent. In the case of sodium hypochlorite only, the City intends for the Water Management Department to use that chemical also for the production of potable water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use or, in the case of sodium hypochlorite only, for these intended uses.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facilities specified below, the specified chemicals during the specified term of award.
- 11.1.3. C Quoted bid prices are to be offered by the bidder on a per unit basis, and shall be quoted in dollars per specified unit of measure per chemical.
- 11.1.4. C The quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.
- 11.1.5. C The successful bidder shall provide any labor and equipment necessary to unload or offload the chemical in a manner (a) consistent with best practices for shipping and receiving of that chemical, (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.
- 11.1.6. C The term of award pursuant to this procurement solicitation shall commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about January 1, 2016, and shall terminate June 30, 2017.
- 11.1.7. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, 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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor 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. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.8. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.9. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.10. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C 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.
- 11.1.13. C Invoices shall itemize dates and quantities delivered.
- 11.1.14. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.
- 11.1.15. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals 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 supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.
- 11.1.16. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

11.1.17. Insurance requirements:

11.1.17.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of 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	Certificate of Insurance shall indicate Certificate Holder* 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* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$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* 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* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

11.1.17.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply 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 the insurance requirements as specified above.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.1.17.3. 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 any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder 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.
- 11.1.17.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2016-001 through 2016-004

- 11.5. C **Sludge Polymer:**
- 11.5.1. C City facility which utilizes **Sludge Polymer** and to which chemical is to be delivered:
Water Reclamation Facility
135 Claude Yates Dr.
Franklin, TN 37064
- 11.5.2. C Chemical must allow the City to produce sludge that is a minimum 16% solids (per load) and acceptable to the landfill of the City's choosing. A higher percent solids is desirable.
- 11.5.3. C Minimum polymer-to-pressed-sludge ratio shall be 450 lbs. of polymer to 500,000 lbs. of pressed sludge (wet weight).
- 11.5.4. C Polymer shall be in liquid form.
- 11.5.5. C Polymer shall be delivered in 55-gallon drums or totes.
- 11.5.6. C Bidder shall price sludge polymer in dollars per pound of polymer product.
- 11.5.7. C Polymer will be purchased in quantities not greater than ten (10) drums or totes per order.
- 11.5.8. C The estimated quantity of **Sludge Polymer** to be ordered per twelve (12) months is 23,000 pounds. Bidders are advised and cautioned that the indicated estimated quantity represents only an approximate projection and does not represent either a guaranteed minimum or maximum.
- 11.5.9. C Deliveries shall be made within fifteen (15) City business days after receipt of order.
- 11.5.10. C No aquatic toxicity or other compliance issues shall result from use of this product.
- 11.5.11. C MSDS on toxicity applicable to City of Franklin's permit shall be furnished by bidder at time of bid submittal, along with the Bid Submittal Form.
- 11.5.12. C Bench testing (by the bidder) and solids analysis (by the City), performed not more than three (3) months prior to and no later than the bid submittal deadline, shall be required and shall be provided by the bidder at no cost to the City. All testing supplies shall be furnished by bidder at no cost to or inconvenience incurred by the City. Polymer machine flushing is the responsibility of the bidder.
- 11.5.13. C Additional bench testing may be required before or after the bid is awarded, upon request of the City. Any required additional testing shall be provided by the vendor at no additional cost to the City.
- 11.5.14. C If at any time after the bid has been awarded any sludge qualities change as a result of polymer characteristics, then the City may choose to cancel the bid award immediately.



Safety Data Sheet dated 11/07/2008, version 3

1. IDENTIFICATION OF THE SUBSTANCE/PREPARATION AND OF THE COMPANY

Trade name: **SEDIFLOC 103**
Trade code: **PL191**
Product type and use: **cationic polyacrylamide in water – in - oil emulsion / flocculant**
Company:
3F CHIMICA AMERICAS/ US POLYMERS INC/10930 Darracott Rd. – P.O. Box 577
Aberdeen, MS 39730
Tel. 662 369 2843
Fax 662 369 2846
Email americas@3fchimica.com
Emergency telephone number of the company and/or of an authorised advisory centre:
For Chemical Emergency Spill Leak Fire Exposure or Accident
Call CHEMTREC Day or Night
DOMESTIC NORTH AMERICA 800-424-9300
INTERNATIONAL, CALL 703-527-3887 (collect calls accepted)

2. COMPOSITION/INFORMATION ON INGREDIENTS

OSHA REGULATED COMPONENTS

20% - 25% Distillates (petroleum), hydrotreated light
CAS: 64742-47-8
OSHA (PEL) 500 ppm 1200 mg/m³ (skin)
165 ppm

3. HAZARDS IDENTIFICATION

APPEARANCE AND ODOR:

Color: opalescent to white liquid
Appearance: viscous liquid
Odor: slight hydrocarbon

STATEMENTS OF HAZARD:

WARNING: the product is irritant for the skin and for the eyes. It may induce sensitization in case of prolonged contact with the skin; the spills are very slippery.

POTENTIAL HEALTH EFFECTS:

EFFECTS OF EXPOSURE:

Acute oral (rat) and dermal (rabbit) LD50 values are estimated to be greater than 2,000 mg/Kg and greater than 2,000 mg/Kg, respectively. The 4-hour inhalation LC50 (rat) value is estimated to be greater than 20 mg/L. Direct contact with this material can cause moderate skin and mild eye irritation. Refer to section 11 for toxicology information on the regulated components on this product.

4. FIRST AID MEASURES

Contact with skin:

Immediately take off all contaminated clothing.

3FCHIMICA AMERICAS/US POLYMERS
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P.O. Box 577
Aberdeen, MS 39730

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Email: americas@3fchimica.com
Web: www.3fchimica.com

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Areas of the body that have - or are only even suspected of having - come into contact with the product must be rinsed immediately with plenty of running water and possibly with soap.

Do not reuse contaminated clothing without laundering. Get medical attention if pain or irritation persists after washing or if signs and symptoms of overexposure appear.

Contact with eyes:

Wash immediately and thoroughly with running water, keeping eyelids raised, for at least 10 minutes. Following this, protect the eyes with sterile gauze or a clean, dry, handkerchief. **OBTAIN A MEDICAL EXAMINATION.**

Swallowing:

Do not induce vomiting. Do not give anything to an unconscious person. Check for breathing and hearth function. **SEEK A MEDICAL EXAMINATION IMMEDIATELY** and present the safety-data sheet.

Inhalation:

Ventilate the premises. The patient is to be removed immediately from the contaminated premises and made to rest in a well ventilated area. Should the patient feel unwell, **OBTAIN MEDICAL ATTENTION.**

5. FIRE-FIGHTING MEASURES

Recommended extinguishers:

CO2, Foam, Chemical powders, according to the materials involved in the fire. Use water to cool the containers exposed to the fire and to protect personell. Avoid spraied water, because of the slippery properties of the wet product.

Extinguishers not to be used:

None in particular.

Risks arising from combustion:

Avoid inhaling the fumes.

Protective equipment:

Firefighters, and others exposed, wear self-contained breathing apparatus. Wear full firefighting protective clothing. See MSDS Section 8 (Exposure Controls/personal protection)

6. ACCIDENTAL RELEASE MEASURES

Measures for personal safety:

Use a mask, gloves and protective clothing. Where exposure level is not know, wear approved, positive pressure, self-contained respirator. Where exposure level is know, wear approved respirator suitable for level of exposure. In addition to the protective clothing/equipment in Section 8 (Exposure Controls/Personal Protection), wear impermeable boots.

Cleaning methods:

Product may cause a slip hazard. Spilled material should be adsorbed onto an inert material and scooped up. Flush spill area with water. If slipperiness remains apply more dry-sweeping compound.

Rapidly recover the product. To do so, wear a mask and protective clothing.

Stop it from entering into the drainage system with sand or earth.

Recover the product for re-use if possible, or for elimination. Send the product to authorized waste treatment plant in compliance with the local regulation.

After the product has-been recovered, rinse the area and materials involved with water.

7. HANDLING AND STORAGE

Handling precautions:

Avoid contact with eyes and skin. Avoid inhalation of the vapours. See, too, paragraph 8 below.

Do not eat or drink while working. Follow the industrial hygiene norms as for the handling of chemicals.

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Incompatible materials:

Do not use Iron, Copper or Aluminium containers or equipment to avoid product degradation.
For storing use plastic containers.

Storage conditions:

Instructions as regards storage premises:

Store the product in a well-ventilated area, dry place. Store the container well closed. The product does not stand the cold. Do not pressurize or heat the containers. Avoid extremes of temperature and store in the temperature range +5°C to maximum +30°C (41°F -86°F). Keep away from heating sources and fire.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Precautionary measures:

Give adequate ventilation to the premises where the product is stored and/or handled.

Respiratory protection:

Where exposures are below the established limit, no respiratory protection is required. Where exposures exceed the established exposure limit, use respiratory protection recommended for the material and level of exposure.

Protection for hands:

Use protective gloves that provides comprehensive protection, e.g. P.V.C., neoprene or rubber.

Eye protection:

Use close fitting safety goggles and/or visor. Eyewash equipment and safety shower should be provided in areas of potential exposure.

Protection for skin:

Use clothing that provides comprehensive protection to the skin, e.g. cotton, rubber, PVC or viton.

9. PHYSICAL AND CHEMICAL PROPERTIES

Colour:	opalescent to white liquid
Appearance:	viscous liquid
Odour:	slightly of petroleum
pH:	3.0 - 4.0 (aq. sol. 0.5%)
Melting point:	not applicable
Boiling point:	aqueous phase about 100°C; oil phase about 175°C
Flash point:	>93°C (closed cup)
Autoignition temperature:	not available
Explosive properties:	not available
Oxidizing properties:	not available
Vapour pressure:	similar to water
Relative density:	0.980 - 1.100 g/mL
Solubility in water:	soluble in water; the viscosity increases with the concentration; avoid concentration higher than 0,5%.
Vapor density:	similar to water
Percent Volatile (% by wt):	50-52%
Saturation in air (% by vol):	not available
Evaporation rate:	not available
Volatile organic content:	25%(g/g)
Flammable limits (% by vol):	not available
Decomposition temperature:	not available
Partition coefficient: (n-octanol/water)	not available
Odor threshold:	not available



10. STABILITY AND REACTIVITY

Conditions to avoid:

Stable under normal conditions. Avoid overheating and keep away from ignition sources.

Substances to avoid:

Avoid contact with strong oxidants and strong reducing agents. This material reacts slowly with iron, copper and aluminum, resulting in corrosion and product degradation.

Hazardous decomposition products:

In case of combustion there is development of CO, CO₂, NO_x, HCl, NH₃, SO₂

11. TOXICOLOGICAL INFORMATION

The concentration of each substance should be borne in mind in assessing the toxicological effects deriving from the preparation.

Toxicological information for the product is found under section 3 (HAZARD IDENTIFICATION).

Avoid inhalation because of the presence of petroleum distillate.

California Proposition 65 Warning (applicable in California only)- this product contains a chemical known to the state of California to cause cancer.

12. ECOLOGICAL INFORMATION

This material is not classified as dangerous for the environment. The effects on aquatic organisms are due to an external (non – systemic) mode of action, and are significantly reduced within 30 minutes due to binding of the product to dissolved organic carbon and inorganic sorbents such as clays and silts. All ecological information provided was conducted on a structurally similar product.

Acute toxicity tests conducted on the polymer using environmentally representative water gave the following results:

ALGAE TEST RESULTS

Test: Growth Inhibition (OECD 201)

Due to the cationicity of the polymer, an algae growth inhibition test is not appropriate.

FISH TEST RESULTS

Test: acute toxicity, fresh water (OECD 203)

Duration: 96 hr

Species: zebra fish (*brachydanio rerio*) > 1-10 mg/L LC50

INVERTEBRATE TEST RESULTS

Test: acute immobilization (OECD 202)

Duration: 48 hr

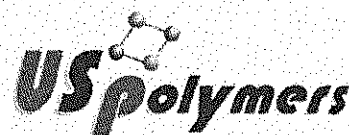
Species: water flea (*daphnia magna*) > 10-100 mg/L EC50

The polymeric ingredient is not readily biodegradable, but degradable by hydrolysis. The large polymer size is incompatible with transport across biological membranes and diffusion; the bioconcentration factor is therefore considered to be zero.

13. DISPOSAL CONSIDERATIONS

Recover if possible. In so doing, comply with the local and national regulations currently in force.

Hazardous waste classification under federal regulation (40 CFR Part 261 et seq) is dependent upon whether a material is a RCRA 'listed hazardous waste' or has any of the four RCRA 'hazardous waste characteristics'. Refer to 40 CFR Part 261.33 to determine if a given material to be disposed of



is a RCRA 'listed hazardous waste'; information contained in Section 15 of this MSDS is not intended to indicate if the product is a 'listed hazardous waste'. RCRA 'hazardous waste characteristic: there are four characteristics defined in 40 CFR Section 261.21-61.24: Ignitability, Corrosivity, Reactivity, and Toxicity. To determine Ignitability, see Section 9 of this MSDS (flash point). For Corrosivity, see Section 9 and 14 (pH and DOT corrosivity). For Reactivity, see Section 10 (incompatible materials). For toxicity, see Section 2 (composition). Federal regulations are subject to change. State and local requirements, which may differ from or be more stringent than the federal regulation, may also apply to the classification of the material if it is to be disposed.

14. TRANSPORT INFORMATION

US DOT

Proper shipping name: NOT APPLICABLE/NOT REGULATED
Hazardous Substances: NOT APPLICABLE

TRANSPORT CANADA

Proper shipping name: NOT APPLICABLE/NOT REGULATED

ICAO/IATA

Proper shipping name: NOT APPLICABLE/NOT REGULATED
Packing instruction/maximum Net Quantity Per Package: -
Passenger aircraft:-
Cargo aircraft:-

IMO

Proper shipping name: NOT APPLICABLE/NOT REGULATED

15. REGULATORY INFORMATION

United States (USA): All components of this product are included on the TSCA Chemical Inventory or are not required to be listed on the TSCA Chemical Inventory.

Canada: All components of this product are included on the Domestic Substances List (DSL) or are not required to be listed on the DSL.

European Union (EU): All components of this product are included on the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS.

OTHER ENVIRONMENTAL INFORMATION

The following components of this product may be subject to reporting requirements pursuant to Section 313 of CERCLA (40 CFR 372), Section 12(b) of TSCA, or may be subject to release reporting requirements (40 CFR 307, 40 CFR 311, etc). See section 13 for information on waste classification and waste disposal of this product.

This product does not contain any components regulated under these section of the EPA

PRODUCT HAZARD CLASSIFICATION UNDER SECTION 311 OF SARA

- Acute



16. OTHER INFORMATION

NFPA Hazard Rating (National Fire Association)

Health: 1
Fire: 1
Reactivity: 0

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CLARIFLOC® CE-1747 POLYMER

PRINCIPAL USES

CLARIFLOC CE-1747 is a **very 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	80 %
Active Polyacrylamide Min.	41.0%
Specific Gravity	1.01 - 1.05
Freezing Point	7 F. (-14 C.)
Density	8.5 - 8.6 Lb/Gal

PREPARATION AND FEEDING

CLARIFLOC CE-1747 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	45.5 - 52.5
Residual AcAm	< 1000 ppm
Neat Viscosity	300-2000 cPs
UL Viscosity	2.4 - 3.1

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-1747, sprinkle vermiculite or equivalent absorbant 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-1747 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-1747 Polymer is shipped in 55 gallon drums containing 450 pounds net or in 275 gallon totes containing 2300 pounds net. 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

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.



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-1747**

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:

SAFETY DATA SHEET

CLARIFLOC CE-1747

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 not a substance.

3.2 Mixtures

Hazardous components

Distillates (petroleum), hydrotreated light

Concentration/ gamme : 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), a-tridecyl-w-hydroxy-, branched

Concentration/ gamme : < 3%

CAS Number: 69011-36-5

Classification according to paragraph (d)
of 29 CFR 1910.1200: Acute Tox. 4;H302, Eye Dam. 1;H318

Adipic acid

Concentration/ gamme : < 2%

CAS Number: 124-04-9

Classification according to paragraph (d)
of 29 CFR 1910.1200: Eye Irrit. 2A;H319

For explanation of abbreviations see section 16

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.

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.

6.2. Environmental precautions

Do not contaminate 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. Clean up promptly by scoop or vacuum.

Residues:

Soak up with inert absorbent material. 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)

None.

SECTION 8. Exposure controls/personal protection***8.1. Control parameters***

*Occupational exposure limits:**Distillates (petroleum), hydrotreated light*ACGIH: 200 mg/m³ (8-hour)*Adipic acid*ACGIH: 5 mg/m³ (8-hour)**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:

Wear coveralls and/or chemical apron and rubber footwear where physical contact can occur.

i) Hand protection:

PVC or other plastic material gloves.

c) Respiratory protection:

No personal respiratory protective equipment normally required.

d) Additional advice:

Wash hands and face before breaks and immediately after handling the product. Wash hands before breaks and at the end of workday.

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:

4 - 6 @ 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 - 1.1
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
Acute dermal toxicity:	LD50/dermal/rat > 5000 mg/kg
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:	May cause eye irritation with susceptible persons.
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 effects.
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:	LC50/inhalation/4 h/rat = 4951 mg/m ³ (OECD 403)
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>	Not mutagenic.
<i>Carcinogenicity:</i>	Not 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.

Adipic acid

<i>Acute oral toxicity:</i>	LD50/oral/rat > 2000 mg/kg
<i>Acute dermal toxicity:</i>	LD50/dermal/rabbit > 2000 mg/kg
<i>Acute inhalation toxicity:</i>	LC0/inhalation/4 h/rat > 7.7 mg/L
<i>Skin corrosion/irritation:</i>	Slightly irritating.
<i>Serious eye damage/eye irritation:</i>	Not irritating. (OECD 405) (SNF)

<i>Respiratory/skin sensitisation:</i>	Not sensitizing.
<i>Mutagenicity:</i>	Negative in the In vitro Mammalian Cell Gene Mutation Test (OECD 476).
<i>Carcinogenicity:</i>	Not carcinogenic.
<i>Reproductive toxicity:</i>	Not toxic for reproduction.
<i>STOT - single exposure:</i>	No known effects.
<i>STOT - repeated exposure:</i>	No known effects.
<i>Aspiration hazard:</i>	No known effects.

SECTION 12. Ecological information

12.1. Toxicity

Information on the product as supplied:

<i>Acute toxicity to fish:</i>	LC50/Fish/96 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to invertebrates:</i>	EC50/Daphnia/48 hours = 10 - 100 mg/L (Estimated)
<i>Acute toxicity to algae:</i>	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.
<i>Chronic toxicity to fish:</i>	No data available.
<i>Chronic toxicity to invertebrates:</i>	No data available.
<i>Toxicity to microorganisms:</i>	No data available.
<i>Effects on terrestrial organisms:</i>	No data available. Readily biodegradable, exposure to soil is unlikely.
<i>Sediment toxicity:</i>	No data available. Readily biodegradable, exposure to sediment is unlikely.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

<i>Acute toxicity to fish:</i>	LC0/Oncorhynchus mykiss/96 hours > 1000 mg/L (OECD 203)
<i>Acute toxicity to invertebrates:</i>	EC0/Daphnia magna/48 hours > 1000 mg/L (OECD 202)
<i>Acute toxicity to algae:</i>	IC0/Pseudokirchneriella subcapitata/72 hours > 1000 mg/L (OECD 201)
<i>Chronic toxicity to fish:</i>	NOEC/Oncorhynchus mykiss/28 days > 1000 mg/L
<i>Chronic toxicity to invertebrates:</i>	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- ω -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:	No data available.
Toxicity to microorganisms:	EC10/activated sludge/17 h > 10000 mg/L (DIN 38412-8)
Effects on terrestrial organisms:	No data available.
Sediment toxicity:	No data available.

Adipic acid

Acute toxicity to fish:	LC0/Danio rerio/96 hours $\geq$ 1000 mg/L
Acute toxicity to invertebrates:	EC50/Daphnia magna/48 hours = 46 mg/L (OECD 202)
Acute toxicity to algae:	IC50/Selenastrum capricornutum/72 hours = 59 mg/L (OECD 201)
Chronic toxicity to fish:	No data available.
Chronic toxicity to invertebrates:	NOEC/Daphnia magna/21 days = 6.3 mg/L (OECD 211)
Toxicity to microorganisms:	EC50/activated sludge/3 h = 4747 mg/L (OECD 209)
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.
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl-w-hydroxy-, branched

Degradation:	Readily biodegradable. > 60% / 28 days (OECD 301 B)
Hydrolysis:	Does not hydrolyse.
Photolysis:	No data available.

Adipic acid

Degradation:	Readily biodegradable. > 70% / 28 days (OECD 301 D)
Hydrolysis:	Does not hydrolyse.
Photolysis:	Half-life (indirect photolysis) = 2.9 days

12.3. Bioaccumulative potentialInformation 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.

Adipic acid

Partition co-efficient (Log Pow):	0.093 @ 25°C, pH 3.3
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Bioconcentration factor (BCF): No data available.

12.4. Mobility in soil

Information on the product as supplied:

No data available.

Relevant information on the hazardous components:

Distillates (petroleum), hydrotreated light

K_{oc}: No data available.

Poly(oxy-1,2-ethanediyl), α -tridecyl- ω -hydroxy-, branched

K_{oc}: > 5000

Adipic acid

K_{oc}: No data available.

12.5. Other adverse effects

None.

SECTION 13. Disposal considerations

13.1. Waste treatment methods

Waste from residues / unused products:

Dispose of in accordance with local regulations.

Contaminated packaging:

If recycling is not practicable, dispose of 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.

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.

Relevant information on the hazardous components:

Adipic acid

Clean Water Act

CWA-Section 311 Hazardous Substances (40 CFR 117.3) - 5000 lbs
Reportable Quantity:

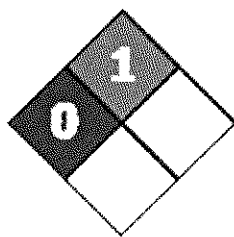
CERCLA Hazardous Substances List (40 CFR 302.4) Reportable 5000 lbs
Quantity:

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 11. Toxicological information, SECTION 16. Other Information.

Key or legend to abbreviations and acronyms used in the safety data sheet:

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
Eye Irrit. 2A = Serious eye damage/eye irritation Category Code 2A

H-Phrases

H302 - Harmful if swallowed
H304 - May be fatal if swallowed and enters airways
H318 - Causes serious eye damage
H319 - Causes serious eye irritation

This SDS was prepared in accordance with the following:

U.S. Code of Federal Regulations 29 CFR 1910.1200

Version: 15.01.b

ENCC001

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

DENVER METRO WWRD
5950 YORK ST.
DENVER, CO 80229
CONTACT: CRAIG BARNES
PH.: (303) 286-3374
EMAIL: CBARNES@MWRD.DST.CO.US

BUFFALO SEWER AUTHORITY
90 W. FERRY ST.
BUFFALO, NY 14213
CONTACT: MICHAEL LETINA
PH.: (716) 883-1820
EMAIL: MIKEL@SA.CI.BUFFALO.NY.US

LOUISVILLE M.S.D.
4522 ALGONQUIN PARKWAY
LOUISVILLE, KY 40211
CONTACT: ROBERT BATES
PH.: (502) 540-6733
EMAIL: ROBERT.BATES@LOUISVILLEMSD.ORG

METROPOLITAN COUNCIL
2400 CHILDS RD.
ST. PAUL, MN 55106
CONTACT: ALEX KOO
PH.: (651) 602-8116
EMAIL: ALEX.KOO@METC.STATE.MN.US

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. 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.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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 which these Standard Procurement Terms and Conditions may accompany, 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. 2016-001 - 2016-004

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:

Polydyne Inc.

Attn: Boyd Stanley, Business Director

1 Chemical Plant Road

P.O. Box 279

Riceboro, GA 31323

FAX: 912-880-2078 : PH: 912-880-2035

Email: PolyBIdDpt@snfhc.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. 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.
6. 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.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. 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.
10. 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

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
12. 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, 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 the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions 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.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, 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.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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 LIBERTY) SS

Affiant, BOYD STANLEY, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the BUSINESS DIRECTOR 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)

BUSINESS DIRECTOR
(title of Affiant)

Sworn and subscribed to before me this 12th day of OCTOBER, 2015

Pamela J. McDermitt
(Notary Public)

My Commission Expires: July 28, 2016
Pamela J. McDermitt
Notary Public

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-001 - 2016-004)

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 BUSINESS DIRECTOR 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.

Boyd Stanley
(signature of Affiant)

BUSINESS DIRECTOR

(title of Affiant)

Sworn and subscribed to before me this 12th day of OCTOBER, 2015

Pamela J. McDermitt
(Notary Public)

My Commission Expires: July 28, 2016

Pamela J. McDermitt
Notary Public

My Commission Expires July 28, 2016 2015-001 2016-004

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

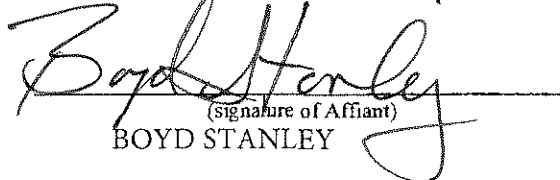
State of GEORGIA)
County of LIBERTY) SS

Affiant, BOYD STANLEY, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the BUSINESS DIRECTOR 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.


(signature of Affiant)
BOYD STANLEY

BUSINESS DIRECTOR

(title of Affiant)

Sworn and subscribed to before me this 12th day of OCTOBER, 2015


(Notary Public)

My Commission Expires: July 28, 2016

Pamela J. McDermitt
Notary Public
My Commission Expires July 28, 2016

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, BOYD STANLEY agrees that:
(printed name of person signing Agreement)

BUSINESS DIRECTOR

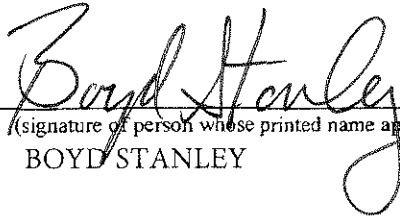
1. He or she is the _____ of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

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 the contract of which this Agreement is a part, 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

BUSINESS DIRECTOR
(title of person whose printed name appears above)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2015

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 350 Hudson Street - 4 th Floor New York, NY 10014	Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID#:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: AIG SPECIALTY INSURANCE COMPANY	26883
		INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY	19410
		INSURER C: HARTFORD INSURANCE COMPANY OF THE MIDWEST	37478
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		EG14362834	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		CA4691818	12/31/2014	12/31/2015	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 ☐ RETENTION \$			EGU18403155	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below		N/A	10WNR30800	12/31/2014	12/31/2015	☒ WC STATUTORY LIMITS ☐ 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		EG14362834	12/31/2014	12/31/2015	LIMIT: \$3,000,000 DEDUCTIBLE: \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Solicitation No. 2016-004- Sludge Polymer
City of Franklin is included as Additional Insured according to the terms as required by contract, as respects to claims arising out of the operations of the Named Insured, as their interest may appear and subject to the policy terms conditions and exclusions.
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 PROVISIONS

AUTHORIZED REPRESENTATIVE

14

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ENDORSEMENT NO. 23

This endorsement, effective 12:01 AM, December 31, 2014

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 WRITTEN AGREEMENT

Location(s) of Covered Operation(s):

VARIOUS

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, in whole or in part, by:

A. Your acts or omissions; or

B. The acts or omissions of those acting on your behalf;

in the performance of **your work** for the additional insured(s) at the location(s) designated above.

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.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0364)

Attachment No. 2

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
9/3/2015	Frenkel & Company of New York, NY	Not indicated	City of Franklin	Commercial General Liability	12/31/2015
				Automobile Liability	12/31/2015
				Workers Compensation and Employers' Liability	12/31/2015
				Pollution Liability	12/31/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2015

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 350 Hudson Street - 4 th Floor New York, NY 10014		Phone No.: (212) 488-0200 Fax No.: (212) 488-0220	CONTACT NAME: PHONE (AC, No, Ext): FAX (AC, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID#:
INSURED Polydyne Inc. One Chemical Plant Road PO Box 250 Riceboro GA 31323		INSURER(S) AFFORDING COVERAGE INSURER A: AIG SPECIALTY INSURANCE COMPANY INSURER B: COMMERCE & INDUSTRY INSURANCE COMPANY INSURER C: HARTFORD INSURANCE COMPANY OF THE MIDWEST INSURER D: INSURER E: INSURER F:	
		NAIC # 26883 19410 37478	

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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		EG14362834	12/31/2014	12/31/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS-COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		CA4691818	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$	X		EGU18403155	12/31/2014	12/31/2015	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		N/A	10WNR30600	12/31/2014	12/31/2015	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
A	POLLUTION LIABILITY	X		EG14362834	12/31/2014	12/31/2015	LIMIT: \$3,000,000 DEDUCTIBLE: \$250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Solicitation No. 2016-004- Sludge Polymer
City of Franklin is included as Additional Insured according to the terms as required by contract, as respects to claims arising out of the operations of the Named Insured, as their interest may appear and subject to the policy terms conditions and exclusions.
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 PROVISIONS AUTHORIZED REPRESENTATIVE Laura Olney
--	---

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ENDORSEMENT NO. 23

This endorsement, effective 12:01 AM, December 31, 2014

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 WRITTEN AGREEMENT

Location(s) of Covered Operation(s):

VARIOUS

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, in whole or in part, by:

A. Your acts or omissions; or

B. The acts or omissions of those acting on your behalf;

in the performance of **your work** for the additional insured(s) at the location(s) designated above.

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.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE
or countersignature (in states where applicable)

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-010 (sanitary landfill disposal of biosolid sludge)					
Notice to Bidders published in the Williamson Herald on:		9/17/15					
Number of vendors that were notified of / that responded to this solicitation for bids:		3 / 1					
Date and time bids due and publicly opened:		10/15/15 2:00 PM					
Present at opening of bids:		Barry K. Marshall of Waste Management; Adam Karakas of Tidewater Products; Russell Sullivan of the City of Franklin Water Department; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/24/15					
Bids received from:	Bid No.:	Type of biosolid sludge:	Does the bid include all required documents?	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	price (per ton) for sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility	Payment terms:	Bid and bid pricing is valid through:
Waste Management Inc. of Tennessee Cedar Ridge Landfill 2340 Mooresville Hwy. Lewisburg, TN 37091 Barry K. Marshall, Municipal Marketing Rep. 865-938-5381; 865-388-6952 bmarshall@wm.com	1 of 3	waste- activated	Yes	No / 2 (pricing beyond initial term of award; landfill hours of availability for delivery of biosolid sludge)	\$31.11	net 30 days	12/31/15
	2 of 3	digested			\$31.11		
	3 of 3	Class A			\$31.11		

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0353)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Waste Management, Inc. of Tennessee / Cedar Ridge Landfill of Lewisburg, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued on September 21, 2015 Purchasing Office Solicitation No. 2016-010, a procurement solicitation for bids for sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility, for a specified term of award and, if exercised, optional extensions thereto ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 14, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY hereby acknowledges and accepts VENDOR's exception (between the hours of 6:00 a.m. and 2:00 p.m. Monday through Friday) to CITY's specified landfill hours of availability for delivery of biosolid sludge (between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday).
4. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 2 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 CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR 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 before the expiration of any specified term of award, including any extensions thereto, pursuant to this AGREEMENT, then VENDOR 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. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
8. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.
9. CITY awarded on November 24, 2015 to VENDOR the purchase of sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility pursuant to SOLICITATION, SUBMITTAL, and CERTIFICATE OF INSURANCE.
10. The term of award shall commence January 1, 2016 and shall expire December 31, 2018. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR 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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0353)

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; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except for the quoted unit pricing (see below); and (d) that if VENDOR 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. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

11. During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised pursuant to the provision above for doing so, CITY shall have the option to terminate the award immediately upon notifying VENDOR that CITY no longer has biosolid sludge it wishes to dispose of pursuant to this AGREEMENT.
12. Quoted unit pricing for sanitary landfill tipping services shall apply only to the initial term of award. If the term of award is extended beyond the initial term of award pursuant to the provision above for exercising such an option, then the quoted unit pricing for sanitary landfill disposal of biosolid sludge shall be adjusted exactly once for each such extension and exactly by the percentage change between the then most recent U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive for the month of October, 2015, provided that such percentage change shall be no less than 2.5% per year and no greater than 5.0% per year; thus, the price increase from the initial term of award for the first optional extension (the fourth year), if exercised, shall be not less than 7.5% and not greater than 15%, and the price increase from the initial term of award for the second optional extension (the fifth year), if exercised, shall be not less than 10% and not greater than 20%.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE:

MUNICIPAL MARKETING
REPRESENTATIVE

For CITY:

(signature of CITY's authorized representative)

TITLE:

Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0353)

Attachment No. 1

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

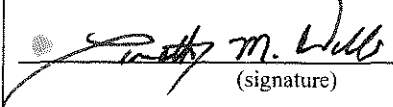
Purchasing Office Solicitation No.: 2016-010

Vendor's name, street address, and mailing address:	WASTE MANAGEMENT INC. OF TENNESSEE CEDAR RIDGE LANDFILL 2340 MOORESVILLE HWY. LEWISBURG, TN. 37091	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	BARRY K. MARSHALL MUNICIPAL MARKETING REPRESENTATIVE (865) 938-5381 / (865) 388-6952 bmarshall@wm.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 bid price for sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility (bidders must quote the unit pricing for disposal of each of the three (3) types of biosolid sludge identified to the right): THIRTY ONE / ELEVEN (DOLLARS) / (CENTS)	waste-activated	\$ 31.11 per ton
	digested	\$ 31.11 per ton
	class A	\$ 31.11 per ton
The name and address of the sanitary landfill at which the biosolid sludge is to be disposed:	CEDAR RIDGE LANDFILL 2340 MOORESVILLE HWY. LEWISBURG, TN. 37091	
The normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill:	(SIX) (TWO) 6 AM. TO 2 P.M. MONDAY THROUGH FRIDAY	
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: _____	

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.: 2016-010

Vendor's name:	WASTE MANAGEMENT INC. OF TENNESSEE
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	DECEMBER 31, 2015
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☒ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - A photocopy of the permit issued by the State of Tennessee authorizing operation of the sanitary landfill and disposal of biosolid sludge at the sanitary landfill; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that 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; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ 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. _____ ☐ Addenda Nos. _____ ☒ No addenda.
Signature of bidder's authorized representative: 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:	Amt VP
Date of signature:	10/14/15

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

1. Solicitation identified: These specifications apply to the following procurement:
sanitary landfill disposal of biosolid sludge produced at the City of Franklin Water Reclamation Facility, for a specified term of award and, if exercised, optional extensions thereto

Purchasing Office Solicitation No.: 2016-010

2. Notice to Bidders publication date: **September 17, 2015**
3. Solicitation release date: **September 21, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 6, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 15, 2015, 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 6, 2015**
7. 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: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to accept, at a sanitary landfill, and properly dispose of biosolid sludge produced by the sewerage treatment process at the City Water Reclamation Facility (wastewater treatment plant) and delivered to that landfill by the City for a term of award and, if exercised, optional extensions thereto, all as specified below. In determining which bid is "the lowest and best responsive and responsible bid," the City will consider not only the price per ton quoted by each bidder but also the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order 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 seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

- b. Any deviation or variance from the City's specifications shall be considered 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 and submitted by the bidder, 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 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 render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), 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 of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer 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.
- e. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area. The successful bidder 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 successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- h. Damages. The successful bidder 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 of Franklin at its own expense.
- i. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

conditions identified and listed in the City of Franklin 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 vendor 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 vendor 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 vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. 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.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- 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 and submitted by the bidder, 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

- 11.1. C The City seeks bid to accept, at a sanitary landfill, and properly dispose of biosolid sludge produced by the sewerage treatment process at the City Water Reclamation Facility (wastewater treatment plant) and delivered to that landfill by the City for a term of award and, if exercised, optional extensions thereto, all as specified below.
- 11.2. C Bid pricing shall include the bidder furnishing, supplying and providing all necessary labor, tools, equipment, supplies, materials and other items required to render the specified services.
- 11.3. C Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the pricing quoted by each bidder; the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.
- 11.4. Insurance requirements:
- 11.4.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of 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	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured, for both Premises/Operations and Products/Completed Operations, with Additional Insured endorsement attached
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$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* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

11.4.2.

C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply 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 the insurance requirements as specified above.

11.4.3.

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 any specified term of award, including any extensions thereto, pursuant to this procurement solicitation, then the successful bidder 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.

11.4.4.

C

The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

11.5.

C

Term of award:

11.5.1.

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 January 1, 2016 and through December 31, 2018.

11.5.2.

C

At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the initial term of award two (2) times, 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; (c) that the same terms and conditions that apply to the initial term of award shall also apply to such an extension, except for the quoted unit pricing (see below); and (d) that if the vendor intends not to consent to the next optional 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 then-current scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

- 11.5.3. C During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised pursuant to the provision above for doing so, the City shall have the option to terminate the award immediately upon notifying the vendor that the City no longer has biosolid sludge it wishes to dispose of pursuant to this procurement solicitation.
- 11.5.4. E Quoted unit pricing for sanitary landfill tipping services shall apply only to the initial term of award. If the term of award is extended beyond the initial term of award pursuant to the provision above for exercising such an option, then the quoted unit pricing for sanitary landfill disposal of biosolid sludge shall be adjusted exactly once for each such extension and exactly by the percentage change between the then most recent U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index-U, U.S. City Average, All Items Less Food and Energy, not seasonally adjusted, for the South Urban Statistical Area, in comparison with the like index figure descriptive for the month of October, 2015.
- 11.6. C Quoted unit pricing for services to be rendered shall be expressed in terms of U.S. dollars per ton.
- 11.7. C Quoted unit pricing for services to be rendered shall be all inclusive for all services to be rendered and all costs of doing so. City hereby specifically rejects any other fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to the vendor's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City of Franklin.
- 11.8. C Bid shall exclude transportation and shall anticipate that delivery of the biosolid sludge to the sanitary landfill is beyond the scope of any award made by the City pursuant to this procurement solicitation.
- 11.9. Vendor shall indicate on the Bid Submittal Form:
- 11.9.1. C The name and address of the sanitary landfill at which the biosolid sludge is to be disposed.
- 11.9.2. C The normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill.
- 11.10. C Vendor shall supply with its bid submittal a photocopy of the permit issued by the state of jurisdiction authorizing operation of the sanitary landfill and disposal of biosolid sludge at the sanitary landfill.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

- 11.11. C Vendor shall agree to notify the City of Franklin in advance of any changes to the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill. Any such notices shall be made in writing and shall be sent to the City by the vendor the same as for notices as set forth in the City's Standard Procurement Terms and Conditions.
- 11.12. E Regardless of the sanitary landfill's normal hours of operation, sanitary landfill shall regularly and routinely accept deliveries of biosolid sludge from the City of Franklin between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.
- 11.13. E Regardless of the sanitary landfill's normal hours of operation, sanitary landfill shall, on demand by the City of Franklin, accept deliveries of biosolid sludge from the City of Franklin outside the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. If such a delivery is to be made at a time that is not during the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill, then the City shall, in advance of time of delivery, notify vendor of the intended delivery and the estimated time of delivery.
- 11.14. E Regardless of the sanitary landfill's normal hours of operation, vendor shall not charge, and City hereby specifically rejects, any fee or other surcharge for delivery of biosolid sludge from the City of Franklin at a time that is not during the normal hours of operation during which customers are permitted to deliver solid waste to the sanitary landfill.
- 11.15. C In the event the anticipated drive time for a particular delivery of biosolid sludge exceeds the normal drive time for that time of day and day of week by more than 25%, then the City retains the right to deliver that load of biosolid sludge to an alternate sanitary landfill of its own choosing based on pre-established or negotiated unit pricing.
- 11.16. C Vendor specifically acknowledges and accepts the "Safe work area" provision as expressed under "General terms and conditions" above.
- 11.17. C The City estimates the following quantity of biosolid sludge to be disposed of at a sanitary landfill during the term of award: 1,250 tons per month.
- 11.18. C By indicating "C" for comply with this provision, vendor specifically acknowledges that the quantity of biosolid sludge as estimated above is provided for unit pricing purposes only and does not represent a minimum, actual or maximum quantity to be disposed of by the City at a sanitary landfill pursuant to this procurement solicitation.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-010

- 11.19. C City hereby specifically rejects any minimum or maximum limits on the quantities of solid waste to be disposed of by the City at a sanitary landfill.
- 11.20. C The entrance to the sanitary landfill shall be geographically located within 150 road miles each way of the entrance to the City of Franklin Water Reclamation Facility, 135 Claude Yates Drive, Franklin, Tennessee, 37064. Note that distance between the sanitary landfill and the City Water Reclamation Facility will be factored into the City's evaluation of bids when in determining which bid is "the lowest and best responsive and responsible bid" because the City will consider not only the price per ton quoted by each bidder but also the City's estimated costs of delivering the biosolid sludge to the sanitary landfill for each respective bid.
- 11.21. C As of the date of release of these Specifications, the biosolid sludge produced at the City's Water Reclamation Facility (wastewater treatment plant) is **waste-activated sludge**. At some time prior to or during the term of award, the biosolid sludge produced at the City's Water Reclamation Facility may be either **digested sludge** or **class A sludge** instead of waste-activated sludge. Bidders must quote the unit pricing for disposal of each of the three (3) types of biosolid sludge identified above. For bid evaluation purposes only, the City will assume that 60% of the biosolid sludge it delivers during the term of award is waste-activated sludge, 20% is digested sludge and 20% is class A sludge. However, these percentages of biosolid sludge are merely estimated proportions and do not represent minimum, actual or maximum proportions of each of the three (3) types of biosolid sludge identified above to be disposed of by the City at a sanitary landfill pursuant to this procurement solicitation.
- 11.22. C Sanitary landfill shall be permitted to operate as a sanitary landfill authorized to accept waste-activated, digested and class A biosolid sludge. Sanitary landfill shall continuously maintain said permit throughout the term of award.
- 11.23. C Within seven (7) calendar days following the City's issuance of a notice of award, successful bidder shall, at its own expense: (1) notify the state of jurisdiction of the award and the initial term of award; and (2) submit to the state of jurisdiction any and all state-required test results and applications necessary to commence on January 1, 2016 with disposal of the City's biosolid sludge waste stream at the sanitary landfill.

Bidder: Waste Management

Exceptions to Sludge Bid Specifications

4 exceptions:

- 11.5.4. Pricing will be flat for the first three year initial term. If extended, any extensions will be calculated per the CPI Franklin has listed for either a 4th or 4th & 5th year. However, WM is going to require a minimum and also give a maximum to this calculation to protect both parties. The minimum is 2.5% per year and the maximum is 5% per year. What this means is that the price increase from the base for year 4 will be at least 7.5% and no more than 15%. The price increase from the base for year 5 will be at least 10% and no more than 20%.
- 11.12 Cedar Ridge Landfill will only accept biosolid sludge from 6am to 2 pm Monday through Friday.
- 11.13 Cedar Ridge Landfill will only accept biosolid sludge from 6am to 2 pm Monday through Friday.
- 11.14 Cedar Ridge Landfill will only accept biosolid sludge from 6am to 2 pm Monday through Friday therefore any extra charge is non-applicable.

These 2 points are the only exceptions to your Solicitation.

Description of services

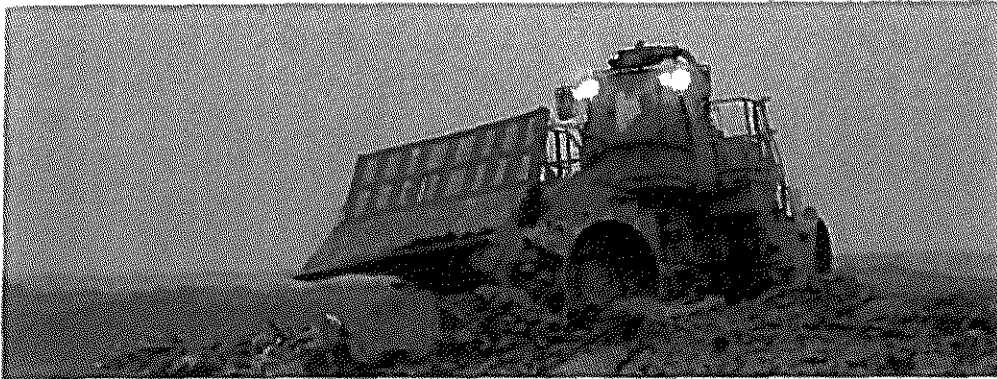
Cedar Ridge Landfill, Inc., a wholly owned subsidiary of Waste Management has been authorized by the State of Tennessee, Department of Environment and Conservation since 1999. This authorization allows us the construction, operation, closure and post closure care of a Class I sanitary landfill for the disposal of municipal solid waste.

We propose to offer sanitary landfill tipping service to the City of Franklin as specified in their request for bids.

The scope of work for this submitted bid for Sludge disposal will commence upon delivery of material to Cedar Ridge LF where WM will compact and dispose of the volumes in accordance with all TDEC regulations that govern a Subtitle D Class 1 landfill.

No free liquid may be associated with sludge disposal. Material must pass the paint filter test as is currently done.

WASTE MANAGEMENT



Cedar Ridge Landfill

Cedar Ridge Landfill provides safe and convenient disposal services for communities, businesses, and industries serving south central Tennessee.

Waste Management's approximately 250 disposal facilities employ the latest advances in landfill technology. This facility is engineered with environmental protection systems that meet or exceed rigorous government regulations and are subject to highly regulated monitoring and reporting requirements. Systems include engineered liners and covers, leachate collection and removal, and landfill gas collection and control.

Containment Design

Landfill cells are constructed using a composite liner system, which provides a positive barrier for groundwater protection. The liner system consists of a 60-mil High Density Polyethylene (HDPE) liner in direct contact with a two-foot thick clay layer as an additional protective barrier for groundwater.

Leachate Collection & Treatment

At Cedar Ridge Landfill, leachate is collected onsite and transported to a privately owned industrial discharger.

Groundwater Monitoring

Groundwater is monitored via three groundwater wells and five surface water points, which are sampled semiannually for various water quality parameters. Water levels are taken to evaluate the hydrology at the site and confirm that the inward hydraulic gradient is being maintained.

Landfill Gas Management

Cedar Ridge Landfill collects and manages landfill gas through a flare system to reduce emissions and prevent odor. The system consists of over 65 collectors, which is managed per federal requirements.

Site Security

Site security is ensured by controlled, limited access to the facility as well as perimeter fencing, natural barriers and electronic surveillance. The facility can only be accessed via a single gate, which directs all traffic to a gatehouse occupied during business hours by trained personnel. During non-business hours the gate is locked and monitored by electronic surveillance.

CEDAR RIDGE LANDFILL

2340 Knoxville Highway
Lewisburg, TN 37801

PROJECTED LIFE REMAINING

~ 25 years

FACILITY ACREAGE

169.1 acres

PERMITTED FOOTPRINT

169.1 acres

TONS PROCESSED ANNUALLY

242,500 tons

OWNERSHIP

Cedar Ridge Landfill, Inc.

PERMIT TYPE & PERMIT

Solid Waste: SWL 05-

1561

Air: 566569

REGULATORY AGENCIES

Tennessee Department of
Environmental and Conservation

EMPLOYEES

11



CONTACT

Jackie Moore
256 490 2441
jmoore@wm.com

Acceptable Material

Asbestos - Friable/	Drum Management -
Non-Friable Auto	Solids
Shredder Fluff	Industrial &
Biosolids	Special Waste
Construction &	Municipal Solid Waste
Demolition (C&D)	(MSW)
Debris	Yard Waste

Unacceptable Material

Batteries	Hazardous Waste
Bulk Liquid Waste	PCB Wastes
CFC (Freon)	Untreated Medical
Containing Items	Waste
Electronics	Whole Tires
Fluorescent Tubes	

Risk Mitigation

Waste Management provides the highest level of services, backed with state-of-the-art site design and management systems, to minimize risks and reduce liabilities.

Community Partnerships and Involvement

Cedar Ridge Landfill is proud to be an active supporter of community events and programs that make Marshall County a strong and healthy place to live, work, and play.

Cedar Ridge Landfill

Normal Operating Hours

The landfill operating hours are FOR DISPOSAL OF “BIOSOLID SLUDGE” are:

6:00 A.M. till 2:00 P. M. – Monday through Friday

Holidays observed are:

Thanksgiving, Christmas

State of Tennessee
Department of Environment
and Conservation
Division of Solid Waste Management

Solid Waste Management Program
401 Church Street
5th Floor L & C Tower
Nashville, Tennessee 37243-1535
615-532-0780

**REGISTRATION AUTHORIZING SOLID WASTE
DISPOSAL ACTIVITIES IN
TENNESSEE**

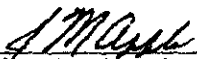
Registration Number: SNL 59-0238 EXT

Date Issued: August 17, 1999

Issued to: Cedar Ridge Landfill, Inc. a wholly owned subsidiary of Waste Management for a facility located north of Tennessee State Route 373 (Mooresville Highway), approximately one mile west of Lewisburg, Tennessee on the Present landfill site.

Activities Authorized: Construction, operation, closure and post closure care of a Class I sanitary landfill for the disposal of municipal solid waste.

By my signature this registration is issued in compliance with the provisions of the Tennessee Solid Waste Disposal Act (Tennessee Code Annotated, Section 68-211-101, et seq.), and applicable regulations developed pursuant to this law and in effect; and in accordance with the conditions and other terms set forth in this registration document and attached Registration Conditions.


Mike Apple, Director
Division of Solid Waste Management

JMA/DBM/mjs

PER1

KEY PERSONNEL

The Cedar Ridge Landfill has 11 seasoned operational and administrative waste professionals who will be receiving the City of Franklin biosolid sludge waste material for proper disposal according to State and Federal regulations. In addition, the following key managers will oversee this agreement:

Operational Management

Industry Experience

John Barlow, Site Manager
Jackie Moore, Manager of Middle TN Landfills
Charlie Gillian, Director of Area Landfills

began 2001
began 1991
began 1998

Contractual Matters

Barry Marshall, TN Municipal Marketing Representative
Stacey Cothran, TN Industrial Waste Representative

began 1988
began 1992

Reference Request

Maury County TN – Transportation and Disposal Services

Mr. Mike Sweeney
Solid Waste Director
1198 Industrial Park Road
Columbia, TN. 38401
931-381-5809

Columbia TN – WWTP disposal services – biosolid sludge

Mr. Mark Williams
Treatment Director
1244 Treatment Plant Rd.
Columbia, TN. 38401
931-560-1001

Spring Hill TN – WWTP disposal services – biosolid sludge

Mr. Travis Massey
Treatment Director
3893 Mahlon Moore Drive
Spring Hill, TN. 37174
931-486-2252

Dickson County TN – Transportation and Disposal Services

Mr. Jim Lunn
Solid Waste Director
100 Virgil Bellar Drive
Dickson, TN. 37055
615-446-0019

Hickman County TN – Transportation and Disposal Services

Mr. Marty Tuberville
Solid Waste Director
2220 Skyview Drive
Centerville, TN. 37033
931-729-2136

*City of Franklin TN – Waste Water Department – current provider of disposal service is Waste Management Inc. of Tennessee.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. 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.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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 which these Standard Procurement Terms and Conditions may accompany, 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. 2016_010

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:

WASTE MANAGEMENT INC.

DISTRICT MANAGER

2340 MOORESVILLE HWY.

LEWISBURG, TN . 37091

931/359-9034

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. 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.
6. 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.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. 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.
10. 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

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
12. 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, 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 the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions 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.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, 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.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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 Tennessee)
County of Williamson) SS

Affiant, TIMOTHY M. WELLS, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the TIMOTHY M. WELLS AREA V.P. of
(Owner or Authorized Partner Officer Representative or Agent of Owner)
WASTE MANAGEMENT INC. OF TENNESSEE,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

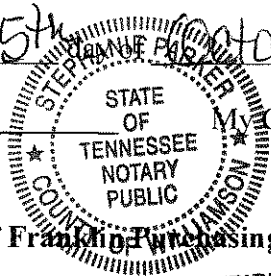
- The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- Neither the said Bidder or Proposer 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;
- 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
- 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.

Timothy M. Wells
(Signature of Affiant)

Area VP
(title of Affiant)

Sworn and subscribed to before me this 15th day of October, 2015

DePhanie Parker
(Notary Public)



My Commission Expires: May 23, 2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016_010)

MY COMMISSION EXPIRES:
MAY 23, 2018

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, TIMOTHY M. WELLS, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the AREA V.P. of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
WASTE MANAGEMENT INC. OF TENNESSEE,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

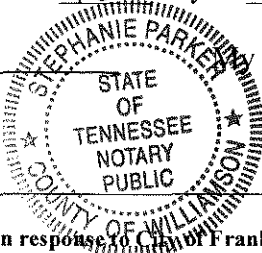
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class 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]
(signature of Affiant)

Area VP
(title of Affiant)

Sworn and subscribed to before me this 15th day of October, 2015.

Stephanie Parker
(Notary Public)



Commission Expires: May 23, 2018

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

Affiant, TIMOTHY M. WEUS, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the AREA V.P. of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
WASTE MANAGEMENT INC. OF TENNESSEE,
(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.

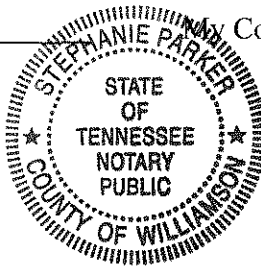
Timothy M. Weus
(signature of Affiant)

Area VP
(title of Affiant)

Sworn and subscribed to before me this 15th day of October, 2015

Stephanie Parker
(Notary Public)

Commission Expires: May 23, 2018.



1Y COMMISSION EXPIRES:
MAY 23, 2018

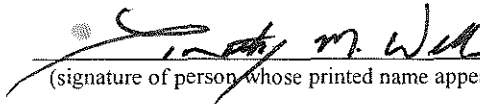
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, TIMOTHY M. WELLS agrees that:
(printed name of person signing Agreement)

1. He or she is the AREA V. P. of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
WASTE MANAGEMENT INC. OF TENNESSEE,
(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 the contract of which this Agreement is a part, 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)

Area VP
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016_010)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0353)

Attachment No. 2

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
11/11/2015	Lockton Companies	3439057	The City of Franklin	Commercial General Liability	1/1/2016
				Workers Compensation and Employers' Liability	1/1/2016



CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)
11/11/2015

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 LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT INC. OF TENNESSEE CEDAR RIDGE LANDFILL, INC. 2340 MOORESVILLE HIGHWAY LEWISBURG TN 37091	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: ACE American Insurance Company	22667
	INSURER B: Indemnity Insurance Co of North America	43575
	INSURER C: ACE Property & Casualty Insurance Co	20699
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	
INSURER F:		

COVERAGES TNLEWISB

CERTIFICATE NUMBER: 3439057

REVISION NUMBER: XXXXXXXX

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 ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☒ MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	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	Y / N N / A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION** See Attachment

3439057 THE CITY OF FRANKLIN C/O RISK MANAGER 109 3RD AVENUE SOUTH FRANKLIN TN 37065	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 

ACORD 25 (2014/01)

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POLICY NUMBER: HDO G27341251

ENDT. #38
COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: ANY OWNER, LESSEE OR CONTRACTOR WHOM YOU HAVE AGREED TO INCLUDE AS AN ADDITIONAL INSURED UNDER A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

(If no entry appears above, information required to complete this endorsement would be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85

Copyright, Insurance Services Office, Inc., 1984

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-012 (hydroseeder)							
Notice to Bidders published in the Williamson Herald on:		10/8/15							
Number of vendors that were notified of / that responded to this solicitation for bids:		5 / 2							
Date and time bids due and publicly opened:		10/22/15 2:00 PM							
Present at opening of bids:		Shann Cooke of Bobcat of Nashville; and Dee Settle and Suzanne Ward of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/24/15							
Bids received from:	Bid No.:	Does the bid include all required documents?	Year, Make & Model:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total delivered bid price, per unit:	Duration of unit / engine manufacturer's warranty included in bid pricing:	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
Bobcat of Nashville 149 Industrial Blvd. La Vergne, TN 37086 Shann Cooke, Sales Representative 615/416-4729 scooke@bobcatofnashville.com	1 of 1	Yes	2015 Finn T60T	No / 1 (Bidder takes no exceptions; however, CoF notes bidder's Sales Order including t's & c's is incompatible with CoF t's & c's.)	\$29,425.00	24 months or 2000 hours 36 months	net 30 days	30 days	12/31/15
Turfmaker Corporation 4931 Grisham Dr. Rowlett, TX 75088 David Moser, Sales 800/527-2304 dmoser@turfmaker.com	1 of 1	Yes	2015 Turfmaker 550	No / 1 (trailer not single- axle; other exceptions taken by bidder MOES)	\$28,190.00	24 months or 2000 hours 36 months	net 30 days	30 days	12/31/15

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0367)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Turfmaker Corporation of Rowlett, Texas ("VENDOR"), who mutually agree as follows:

1. CITY issued on October 9, 2015 Purchasing Office Solicitation No. 2016-012, a procurement solicitation for bids for a minimum of one (1) new and unused trailer-mounted hydroseeder ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated October 20, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY hereby acknowledges and accepts VENDOR's exceptions to SOLICITATION as such exceptions are listed and described in SUBMITTAL.
4. CITY awarded on November 24, 2015 to VENDOR the purchase of one (1) new and unused trailer-mounted 2015 Turfmaker 550 hydroseeder pursuant to SOLICITATION and SUBMITTAL.
5. In lieu of CITY executing VENDOR's Sales Quote as included in SUBMITTAL, VENDOR shall accept CITY purchase order which shall impose no terms and conditions other than those imposed by SOLICITATION.
6. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE:

**VICE PRESIDENT
SALES**

For CITY:

(signature of CITY's authorized representative)

TITLE:

Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0367)

Attachment No. 1

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

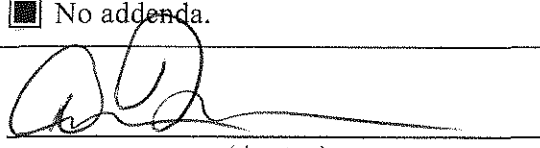
Purchasing Office Solicitation No.: 2016-012

Vendor's name, street address, and mailing address:	Turfmaker Corporation 4931 Grisham Dr Rowlett, TX 75088
Vendor's contact person's name (printed), title, telephone number and e-mail address:	David Moser Sales 800-527-2304 dmoser@turfmaker.com
Model year, make and model or product name of bid product(s) or item(s):	2015 Turfmaker 550
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 bid price per unit, supplied and delivered:	\$ <u>28,190</u> per unit.
Duration of unit manufacturer's warranty included in the bid pricing (not less than 24 months or 2,000 hours of use, whichever comes first):	<u>24</u> months or <u>2000</u> hours of use, whichever comes first.
Duration of engine manufacturer's warranty included in the bid pricing (not less than 36 months or unlimited hours of use, whichever comes first):	<u>36</u> months or _____ hours of use, whichever comes first.
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) 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:	<u>30</u> days after receipt of order.

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.: 2016-012

Vendor's name:	<u>Turfmaker Corporation</u>
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>December 31, 2015</u>
Last date (no sooner than December 31, 2015) that bid price on a per unit basis is valid for potential future orders:	<u>December 31, 2015</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) or item(s); - Detailed vendor-supplied description of the warranty(ies) included in the pricing; - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; and - City of Franklin Affidavit of Non-Collusion, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ 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. _____ ☐ Addenda Nos. _____ ☒ No addenda.
Signature of bidder's authorized representative: 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>Sales</u>
Date of signature:	<u>October 20, 2015</u>

4931 Grisham Drive - Rowlett, Texas 75088
(800) 527 - 2304 or (972) 463 - 2575 Office
(972) 463 - 2576 Fax - www.turfmaker.com

10/20/2015

Customer PO Number

Ship To:
City of Franklin Fleet Maintenance
124 Lumber Dr. Building No. 2
Franklin, TN 37064
Attention:

<u>Payment Terms</u>	Shipping Method	Truck	Sub Total	<u>\$28,190.00</u>
Net 30 _____	Shipping Date	<u>30 days after ordered</u>		
COD _____				
C/C Type _____	Taxable Sale	<u>N</u>	TAX	_____
Credit Card Number _____			Grand Total	<u>\$28,190.00</u>
Expiration Date _____				_____
Engine Serial Number _____				_____
Machine Serial Number _____			BALANCE OWED	<u>\$28,190.00</u>

Sales Rep.

DLM

TurfMaker® CORPORATION

Hydro-Mulching Machinery for Sod Quality Results

LIMITED WARRANTY

TurfMaker warrants to each initial purchaser of new TurfMaker equipment from an authorized TurfMaker Dealer, that such equipment is, at time of delivery to such purchaser, free from defects in material and workmanship under normal use, and if serviced in accordance with the operational procedures outlined in the parts catalog.

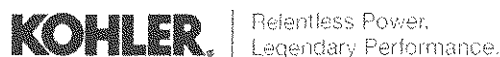
Turf Maker's obligation under this warranty is limited to repairing, or at its option, replacing any part that is returned, transportation prepaid to TurfMaker Corporation, Rowlett, Texas, or to an authorized TurfMaker dealer, that in Turf Maker's judgment proved defective within two years from date of customer purchase.

This warranty shall not apply, (1) to normal maintenance services or adjustments, (2) to any TurfMaker machinery or equipment which has been repaired or altered by other than an authorized TurfMaker factory representative in any way so as in Turf Maker's judgment to adversely affect its stability or reliability, nor which has been subject to misuse, negligence, or accident or (3) to engines, batteries, engine clutches, tires, or other trade accessories as they are subject to warranties of their respective manufacturers.

For this warranty to become effective, the Warranty Registration furnished with each unit must be on file at TurfMaker Corporation, Rowlett, Texas, within 30 days after purchase and at the time warranty claim is made.

This warranty is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability of fitness for a particular purpose, and any other obligation of liability for incidental or consequential damages on the part of TurfMaker or the Dealer. No person is authorized to give any warranties or assume any other liability.

TurfMaker Corporation reserves the right to re-design or change its equipment or component parts thereof without incurring the obligation to install or furnish such changes on equipment previously delivered.



Warranty Information

We Stand Behind Our Engines

At KOHLER Co., quality always comes first. That's why we back all of our engines with comprehensive warranties. Find out more about the terms of your engine's warranty.

Command PRO 



Command PRO Warranty Information

The following warranty policies are current for Kohler engines. To determine the warranty and length of coverage associated with your Kohler engine, please refer to the Equipment Owner's Manual and/or Kohler Warranty Card provided with the engine during sale as some engines may be covered by a warranty policy different than what is listed.

Limited Warranty, Command Pro®

Effective October 1, 2012

Kohler Co. warrants to the original retail consumer that each new engine will be free from manufacturing defects in materials or workmanship for the applicable coverage period as set forth below, beginning on date of purchase; provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

Type of use:

Residential	3 Years
Commercial/Rental	3 Years

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair of such part or parts as inspection shall disclose to be defective at Kohler Co., Kohler, Wisconsin 53044, or at a service facility designated by Kohler Co.

EXCLUSIONS:

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

The following items are not covered by this warranty.

- Damage caused as a result of an accident or casualty.
- Failures caused by faulty repairs made by others.
- Failures caused by use of non-Kohler replacement service parts.
- Transportation charges in connection with the repair or replacement of defective parts.
- Repairs caused from improper storage, old or contaminated fuel left within the fuel system (tanks, fuel lines or carburetor).
- Damage caused from unreasonable use or neglect, normal wear, or premature wear from improper maintenance.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co. These are subject to the warranties, if any, of their manufacturers.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, OR IS ANYONE AUTHORIZED TO MAKE ANY ON OUR BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Some states or countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country, or state to state within U.S.A.

TO OBTAIN WARRANTY SERVICE:

Original retail consumer must bring the engine to an authorized Kohler dealer found by visiting www.KohlerEngines.com or telephone 1-800-544-2444 (U.S.A. and Canada).

Warranty Conditions-Australia

The benefits given to you under this warranty are in addition to other rights and remedies that you have under Australian law in relation to the goods.

All costs associated with claiming under this warranty must be borne by the consumer, including transport costs incurred in the repair or replacement of any defective part. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable

loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Kohler Co. Service Agent in Australia:

EPG Engines

31 Powers Road

Seven Hills, NSW, 2147

61 2 9830 2295

61 1800 069 359

www.epgengines.com.au

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

CALIFORNIA AND FEDERAL EXHAUST AND EVAPORATIVE

EMISSIONS CONTROL WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust and evaporative emissions control systems warranty on your 2013-2014 Small Off-Road Engine ("SORE") and engine powered equipment as applicable. In California and the USA.

SORE and engine powered equipment must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emissions control systems on your SORE and engine powered equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your SORE or engine powered equipment.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters. Also included may be an evaporative emission control system which may include tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, belts and other associated components. For engines less than or equal to 20 cc, only the fuel tank is subject to the evaporative emission control warranty requirements of this section (California only).

MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later SORE and evaporative emission control system is warranted for three years. If any exhaust or evaporative emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by Kohler Co.

OWNER'S WARRANTY RESPONSIBILITIES:

As the SORE or engine powered equipment owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your SORE or engine powered equipment, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the SORE or engine powered equipment owner, you should however be aware that Kohler Co. may deny you warranty coverage if your SORE or engine powered equipment or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444.

GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is: Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as

(1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.

(2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.

(3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner.

Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

(4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps
- Spark advance module
- Crankcase breather
- Air Injection System
- Air pump or pulse valve assembly
- Control/distribution valve
- Distribution manifold
- Air hoses
- Vacuum lines
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)
- Evaporative System
- Canister
- Canister filter
- Vapor hose
- Orifice connector
- Fuel tank
- Fuel cap
- Power bulb canister

Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler, Wisconsin

Limited Warranty, Command Pro®

Kohler Co. warrants to the original retail consumer that each new engine will be free from manufacturing defects in materials or workmanship for the applicable coverage period as set forth below, beginning on date of purchase; provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

Type of use:

Residential	2 Years
Commercial/Rental	3 Years

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair of such part or parts as inspection shall disclose to be defective at Kohler Co., Kohler, Wisconsin 53044, or at a service facility designated by Kohler Co.

EXCLUSIONS:

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

The following items are not covered by this warranty:

- Damage caused as a result of an accident or casualty.
- Failures caused by faulty repairs made by others.
- Failures caused by use of non-Kohler replacement service parts.
- Transportation charges in connection with the repair or replacement of defective parts.
- Repairs caused from improper storage, old or contaminated fuel left within the fuel system (tanks, fuel lines or carburetor).
- Damage caused from unreasonable use or neglect, normal wear, or premature wear from improper maintenance.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co. These are subject to the warranties, if any, of their manufacturers.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, OR IS ANYONE AUTHORIZED TO MAKE ANY ON OUR BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF

ANY KIND.

Some states or countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country, or state to state within U.S.A.

TO OBTAIN WARRANTY SERVICE:

Original retail consumer must bring the engine to an authorized Kohler dealer found by visiting www.KohlerEngines.com or telephone 1-800-544-2444 (U.S.A. and Canada).

Warranty Conditions-Australia

The benefits given to you under this warranty are in addition to other rights and remedies that you have under Australian law in relation to the goods. All costs associated with claiming under this warranty must be borne by the consumer, including transport costs incurred in the repair or replacement of any defective part. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Kohler Co. Service Agent in Australia,

EPG Engines

31 Powers Road

Seven Hills, NSW, 2147

61 2 9630 2295

G1 1600 069 399

www.epgengines.com.au

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

California and Federal Exhaust Emission Control Warranty Statement**Your Warranty Rights and Obligations**

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust emission control systems warranty on your 2013-2014 Off-Road Large Spark-Ignition engine displacing less than 1 liter (LSI <1L) and engine powered equipment as applicable. In California and the USA, LSI <1L must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emission control systems on your LSI <1L for the period listed below provided there has been no abuse, neglect or improper maintenance of your LSI <1L.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters.

MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later LSI <1L exhaust emission control system is warranted for three years. If any exhaust emission-related part on your LSI <1L is defective, the part will be repaired or replaced by Kohler Co.

OWNER'S WARRANTY RESPONSIBILITIES:

As the LSI <1L owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your LSI <1L, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the LSI <1L owner, you should however be aware that Kohler Co. may deny you warranty coverage if your LSI <1L or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications. You are responsible for presenting your LSI <1L to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444.

GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is:

Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

(4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps
- Spark advance module
- Crankcase breather
- Air Injection System (Air pump or pulse valve assembly, control/distribution valve, distribution manifold, air hoses, vacuum lines)
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)

Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler, Wisconsin

Limited Warranty, Command Pro®

Prior to October 2012

Kohler Co. warrants to the original retail consumer that each new engine will be free from manufacturing defects in materials or workmanship for the applicable coverage period as set forth below, beginning on date of purchase, provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

Type of use:

Residential	2 Years
Commercial/Rental	2 Years

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair of such part or parts as inspection shall disclose to be defective at Kohler Co., Kohler, Wisconsin 53046, or at a service facility designated by Kohler Co.

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

The following items are not covered by this warranty.

- Damage caused as a result of an accident or casualty.
- Failures caused by faulty repairs made by others.
- Failures caused by use of non-Kohler replacement service parts.
- Transportation charges in connection with the repair or replacement of defective parts.
- Repairs caused from improper storage, old or contaminated fuel left within the fuel system (tanks, fuel lines or carburetor).
- Damage caused from unreasonable use or neglect, normal wear, or premature wear from improper maintenance.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co. These are subject to the warranties, if any, of their manufacturers.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, OR IS ANYONE AUTHORIZED TO MAKE ANY ON OUR BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Some states or countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country, or state to state within U.S.A.

TO OBTAIN WARRANTY SERVICE:

Original retail consumer must bring the engine to an authorized Kohler dealer found by visiting www.KohlerEngines.com or telephone 1-800-844-2444 (U.S.A. and Canada).

Warranty Conditions-Australia

The benefits given to you under this warranty are in addition to other rights and remedies that you have under Australian law in relation to the goods.

All costs associated with claiming under this warranty must be borne by the consumer, including transport costs incurred in the repair or replacement of any defective part.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Kohler Co. Service Agent in Australia:

EPG Engines

31 Powers Road

Seven Hills, NSW, 2147

61 2 9830 2255

61 1800 086 399

www.epgengines.com.au

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

CALIFORNIA AND FEDERAL EXHAUST AND EVAPORATIVE

EMISSIONS CONTROL WARRANTY STATEMENT

YOUR WARRANTY RIGHTS AND OBLIGATIONS

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust and evaporative emissions control systems warranty on your 2013-2014 Small Off-Road Engine ("SORE") and engine powered equipment as applicable. In California and the USA, SORE and engine powered equipment must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emissions control systems on your SORE and engine powered equipment for the period listed below provided there has been no abuse, neglect or improper maintenance of your SORE or engine powered equipment.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters. Also included may be an evaporative emission control system which may include tanks, fuel lines, fuel caps, valves, canisters, filters, vapor hoses, clamps, connectors, belts and other associated components. For engines less than or equal to 80 cc, only the fuel tank is subject to the evaporative emission control warranty requirements of this section (California only).

MANUFACTURER'S WARRANTY COVERAGE:

The 1996 and later SORE and evaporative emission control system is warranted for two years. If any exhaust or evaporative emission-related part on your SORE or engine powered equipment is defective, the part will be repaired or replaced by Kohler Co.

OWNER'S WARRANTY RESPONSIBILITIES:

As the SORE or engine powered equipment owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your SORE or engine powered equipment, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the SORE or engine powered equipment owner, you should however be aware that Kohler Co. may deny you warranty coverage if your SORE or engine powered equipment or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications.

You are responsible for presenting your SORE or engine powered equipment to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444.

GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is: Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as

(1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.

(2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.

(3) Any warranted part that is scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

(4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used. The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty.

Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps
- Spark advance module
- Crankcase breather
- Air Injection System
- Air pump or pulse valve assembly
- Control/distribution valve
- Distribution manifold
- Air hoses
- Vacuum lines
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)
- Evaporative System
- Canister
- Canister filter
- Vapor hose
- Orifice connector
- Fuel tank
- Fuel cap
- Primer bulb canister

Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler, Wisconsin

Limited Warranty, Command Pro®

Prior to October 2012

Kohler Co. warrants to the original retail consumer that each new engine will be free from manufacturing defects in materials or workmanship for the applicable coverage period as set forth below, beginning on date of purchase; provided the engine is operated and maintained in accordance with Kohler Co.'s instructions and manuals.

Type of use

Residential	2 Years
Commercial/Rental	2 Years

Our obligation under this warranty is expressly limited, at our option, to the replacement or repair of such part or parts as inspection shall disclose to be defective at Kohler Co., Kohler, Wisconsin 53044, or at a service facility designated by Kohler Co.

Mufflers on engines used commercially (non-residential) are warranted for one (1) year from date of purchase, except catalytic mufflers, which are warranted for two (2) years.

The following items are not covered by this warranty.

- Damage caused as a result of an accident or casualty.
- Failures caused by faulty repairs made by others
- Failures caused by use of non-Kohler replacement service parts.
- Transportation charges in connection with the repair or replacement of defective parts.
- Repairs caused from improper storage, old or contaminated fuel left within the fuel system (tanks, fuel lines or carburetor).
- Damage caused from unreasonable use or neglect, normal wear, or premature wear from improper maintenance.
- Engine accessories such as fuel tanks, clutches, transmissions, power drive assemblies, and batteries, unless supplied or installed by Kohler Co. These are subject to the warranties, if any, of their manufacturers.

IMPLIED OR STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY LIMITED TO THE DURATION OF THIS WRITTEN WARRANTY. WE MAKE NO OTHER EXPRESS WARRANTY, OR IS ANYONE AUTHORIZED TO MAKE ANY ON OUR BEHALF. KOHLER CO. AND/OR THE SELLER SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND.

Some states or countries do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from country to country, or state to state within U.S.A.

TO OBTAIN WARRANTY SERVICE:

Original retail consumer must bring the engine to an authorized Kohler dealer found by visiting www.KohlerEngines.com or telephone 1-800-544-2444 (U.S.A. and Canada).

Warranty Conditions-Australia

The benefits given to you under this warranty are in addition to other rights and remedies that you have under Australian law in relation to the goods. All costs associated with claiming under this warranty must be borne by the consumer, including transport costs incurred in the repair or replacement of any defective part. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Kohler Co. Service Agent in Australia:

EPG Engines

31 Powers Road

Seven Hills, NSW, 2147

61 2 9830 2295

61 1300 069 399

www.epgengines.com.au

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

California and Federal Exhaust Emission Control Warranty Statement

Your Warranty Rights and Obligations

The California Air Resources Board, US Environmental Protection Agency ("US EPA") and Kohler Co. are pleased to explain the exhaust emission control systems warranty on your 2013-2014 Off-Road Large Spark-Ignition engine displacing less than 1 liter ("LSI <1L") and engine powered equipment as applicable. In California and the USA, LSI <1L must be designed, built and equipped to meet California and US EPA stringent anti-smog standards. Kohler Co. must warrant the emission control systems on your LSI <1L for the period listed below provided there has been no abuse, neglect or improper maintenance of your LSI <1L.

Your exhaust emission control systems may include parts such as carburetors, fuel-injection systems, the ignition system, and catalytic converters.

MANUFACTURER'S WARRANTY COVERAGE:

The 1995 and later LSI <1L exhaust emission control system is warranted for two years. If any exhaust emission-related part on your LSI <1L is defective, the part will be repaired or replaced by Kohler Co.

OWNER'S WARRANTY RESPONSIBILITIES:

As the LSI <1L owner, you are responsible for the performance of the required maintenance listed in your owner's manual. Kohler Co. recommends that you retain all receipts covering maintenance on your LSI <1L, but Kohler Co. cannot deny warranty solely for the lack of receipts. As the LSI <1L owner, you should however be aware that Kohler Co. may deny you warranty coverage if your LSI <1L or a part has failed due to abuse, neglect, improper maintenance or unapproved modifications. You are responsible for presenting your LSI <1L to a Kohler Co. distribution or service center as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days. If you have a question regarding your warranty coverage, you should contact a Kohler Dealer at 1-800-544-2444.

GENERAL EMISSIONS WARRANTY COVERAGE

The warranty period begins on the date the engine or equipment is delivered to an ultimate purchaser. Kohler Co. warrants to the ultimate purchaser and each subsequent purchaser that the engine is:

Designed, built, and equipped so as to conform with all applicable regulations adopted by the Air Resources Board and US EPA; and Free from defects in materials and workmanship that cause the failure of a warranted part to be identical in all material respects to the part as described in the engine manufacturer's application for certification.

The warranty on emissions-related parts is as follows:

- (1) Any warranted part that is not scheduled for replacement as required maintenance in the owner's manual supplied, is warranted for the warranty period stated above. If any such part fails during the period of warranty coverage, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under the warranty will be warranted for the remaining warranty period.
- (2) Any warranted part that is scheduled only for regular inspection in the owner's manual supplied, is warranted for the warranty period stated above. Any such part repaired or replaced under warranty will be warranted for the remaining warranty period.
- (3) Any warranted part that is scheduled for replacement as required maintenance in the owner's

manual supplied, is warranted for the period of time prior to the first scheduled replacement point for that part. If the part fails prior to the first scheduled replacement, the part will be repaired or replaced by Kohler Co. at no charge to the owner. Any such part repaired or replaced under warranty will be warranted for the remainder of the period prior to the first scheduled replacement point for the part.

(4) Add-on or modified parts that are not exempted by the Air Resources Board may not be used.

The use of any non-exempted add-on or modified parts by the ultimate purchaser will be grounds for disallowing a warranty claim. The manufacturer will not be liable to warrant failures of warranted parts caused by the use of a non-exempted add-on or modified part.

PARTS COVERED BY WARRANTY

Listed below are the parts (if equipped) covered by the Federal and California Emission Control Systems Warranty. Some parts listed below may require scheduled maintenance and are warranted up to the first scheduled replacement point for that part.

- Oxygen sensor
- Intake manifold
- Exhaust manifold
- Catalytic muffler
- Thermal reactor muffler
- Fuel line, fuel line fittings and clamps
- Spark advance module
- Crankcase breather
- Air Injection System (Air pump or pulse valve assembly, control/distribution valve, distribution manifold, air hoses, vacuum lines)
- Ignition module(s) with high tension lead
- Gaseous fuel regulator
- Electronic control unit
- Carburetor or fuel injection system
- Fuel metering valve
- Air filter, fuel filter, and spark plugs (only to first scheduled replacement point)

Limitations

This Emission Control Systems Warranty shall not cover any of the following:

- (a) Consequential damages such as loss of time, inconvenience, loss of use of the engine or equipment, etc.
- (b) Diagnosis and inspection fees that do not result in eligible warranty service being performed.

ENGINE DIVISION, Kohler Co., Kohler Wisconsin

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-012

1. Solicitation identified: These specifications apply to the following procurement:
a minimum of one (1) new and unused trailer-mounted hydroseeder
Purchasing Office Solicitation No.: 2016-012
2. Notice to Bidders publication date: **October 8, 2015**
3. Solicitation release date: **October 9, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **October 15, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **October 22, 2015, 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 6, 2015**
7. 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: **November 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all materials and means necessary to supply and deliver to the City of Franklin a minimum of one (1) new and unused trailer-mounted hydroseeder as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order 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 seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered 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 and submitted by the bidder, referencing any subsection number. Such listing

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-012

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 of Franklin expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer 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.
- c. Payment terms: As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer 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 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. Standard Procurement Terms and Conditions: By submitting its bid, the vendor 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 of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- f. Refusal to honor submittal: If and after an award is made by the City, if the vendor 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-012

- g. 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 vendor 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 vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products and/or items.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- 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 and submitted by the bidder, 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. General.

- 11.1.1. C City intends to use the specified trailer-mounted hydroseeder as a resource to apply grass seed, tackifier and hydro mulch, for ground cover/stabilization. Unit as bid shall be designed and manufactured according to industry standards for this intended use.

- 11.1.2. C Unit shall be purchased new and unused by the City.

- 11.1.3. C Purchased unit shall be current model year only.

11.2. Delivery, Documentation and Training.

- 11.2.1. C Vendor shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.

- 11.2.2. C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-012

- 11.2.3. C Vendor shall include delivery and unloading or offloading and deposit of the unit at the following location:
City of Franklin Fleet Maintenance
124 Lumber Drive, Building No. 2
Franklin, TN 37064
- 11.2.4. C Vendor shall provide any labor and equipment necessary to unload or offload the unit 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 7:00 a.m. and 3:30 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 unit-specific training videos, shall be provided upon delivery of unit.
- 11.2.7. C Training by an authorized manufacturer representative shall be provided. Training shall include detailed instruction for both operator and service personnel.
- 11.2.8. C If applicable, Manufacturer's Statement of Origin (a.k.a., Certificate of Origin) shall be assigned and issued to:
City of Franklin
109 3rd Ave. South
Franklin, TN 37064
- 11.3. C **Warranties.**
- 11.3.1. C Unit manufacturer's warranty, to be for a minimum of 24 months or 2,000 hours of use, whichever comes first, shall be included in the bid.
- 11.3.2. C Bidder shall supply a description of the unit warranty along with the Bid Submittal Form.
- 11.3.3. C Bidder shall indicate on the Bid Submittal Form the limits of the unit warranty as bid.
- 11.3.4. C Engine manufacturer's engine warranty, to be for a minimum of 36 months or unlimited hours of use, whichever comes first, shall be included in the bid.
- 11.3.5. C Bidder shall supply a description of the engine warranty along with the Bid Submittal Form.
- 11.3.6. C Bidder shall indicate on the Bid Submittal Form the limits of the engine warranty as bid.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-012

11.4.		<u>Technical.</u>
11.4.1.	<u>C</u>	Unit shall be equipped with and be powered by a Kohler CH730, 23.5 HP (17.5 kW), 2 cylinder, OHV, air-cooled gasoline engine or another engine substantially equal or superior to the make and model specified.
11.4.2.	<u>C</u>	Unit shall be equipped with a liquid storage tank with a liquid capacity of approximately (plus or minus 10%) 600 gallons and a working capacity of approximately (plus or minus 10%) 500 gallons.
11.4.3.	<u>C</u>	Liquid storage tank skin shall be constructed of 11-gauge or thicker reinforced steel.
11.4.4.	<u>C</u>	Liquid storage tank (inside tank and components) shall be coated with two-part coal tar epoxy of 10-mil thickness to within plus or minus 2 mils.
11.4.5.	<u>C</u>	Liquid storage tank shall be equipped with a 3-inch drain pipe discharge.
11.4.6.	<u>E</u>	Unit shall be equipped with a centrifugal 3-inch by 1.5-inch pump capable of pumping a minimum of 65 gallons per minute at 75 pounds per square inch, 3/4-inch solid clearance, adjustable.
11.4.7.	<u>E</u>	Pump shall be equipped with pump adjustment that facilitates wear adjustment by means of an adjustable wear plate.
11.4.8.	<u>E</u>	Unit shall be equipped with a pump drive direct through an electric clutch, with pump drive independent of agitator operation.
11.4.9.	<u>C</u>	Unit shall be equipped with mechanical paddle agitation and liquid recirculation.
11.4.10.	<u>C</u>	Unit shall be equipped with an agitator drive, reversible, with variable speed (approximately – plus or minus 10% – 0-110 rpm) hydraulic motor, with operating controls at front and rear of unit.
11.4.11.	<u>C</u>	Unit shall be equipped with a control panel including engine ignition, throttle, choke, pump engage, hour meter and horn.
11.4.12.	<u>C</u>	Unit shall be equipped with a discharge tower and platform designed to meet OSHA regulations with structural tube railing, toe rails and access gate.
11.4.13.	<u>C</u>	Unit shall be designed to discharge up to approximately (plus or minus 10%) 90 feet from end of discharge tower.
11.4.14.	<u>C</u>	Unit shall be equipped with a 1.25-inch by 150-foot rubber, semi-rigid hose rated to 300 pounds per square inch with cam-lock connections.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-012

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|----------|----------|---|
| 11.4.15. | <u>C</u> | Unit shall be equipped with an electric hose reel capable of storing, releasing and retrieving hose specified above. |
| 11.4.16. | <u>C</u> | Unit shall include a quantity of three (3) spray nozzles as follows: one (1) long distance, one (1) narrow fan, and one (1) wide fan. |
| 11.4.17. | <u>E</u> | Unit shall be mounted on a single-axle trailer of a design, size and weight-bearing capacity sufficiently adequate to carry and transport unit, including when unit is at maximum weight and/or in use (including operator weight). |
| 11.4.18. | <u>C</u> | Trailer shall be equipped with electric brakes, break-away switch, D.O.T. approved markings and lighting, and pintle hitch. |

Technical Exceptions - Purchasing Solicitation No. 2016-012

Item 14.4.6

The unit shall be equipped with a centrifugal 3-inch by 1.5 inch pump capable of pumping a minimum of 65 gallons per minute at 75 pounds per square inch, 3/4-inch solid clearance, adjustable.

TURFMAKER EXCEPTION

A TurfMaker machine has a proprietary TurfMaker gear pump with steel gears. The pump is known as a 2" intake and a 2" discharge. It is capable of pumping from 35 gallons per minute up to at least 100 gallons per minute at up to 150 PSI. This pump will pump 3/4 solids. The end plates are adjustable for tighter or loose gear fitting into the main case.

The performance of this pump is superior to a centrifugal pump for a hydroseeder machine. The reason is that it will pump very thick premium mulches through long hose at a slow speed. In most cases, the operator on the end of the hose will prefer discharge gallons at about 40 GPM. A gear pump allows the operator to use better and thicker mulch and pump it through longer hoses WITHOUT CLOGGING. When making tower gun applications, 100 GPM or more may be desired.

Item 14.4.7

Pump shall be equipped with pump adjustment that facilitates wear adjustment by means of an adjustable wear plate.

TURFMAKER EXCEPTION

It is questionable whether or not this is actually an exception. A TurfMaker pump not only has adjustable end plates, but also has replaceable and reversible wear plates. Adjustment of the gears inside the pump is accomplished by removing the one or more in a series of wear plate gaskets.

Item 11.4.8

Unit shall be equipped with a pump drive direct through an electric clutch, with pump drive independent of agitator operation.

TURFMAKER EXCEPTION

The TurfMaker gear pump is driven with a hydraulic motor. It is engaged with a hydraulic control and is also reversible (there is no clutch). Reversing a gear pump is a valuable advantage over a centrifugal pump. A gear pump with hydraulic drive can pump either direction (not so with a centrifugal pump). If and when a clog occurs somewhere in the system, reversing the pump will usually dislodge the clog, avoiding dismantling part of the machine.

Secondly, with a hydraulically powered pump, the pump speed and discharge rate is infinitely variable. The operator can pump from 0 GPM up to more than 100 GPM with the maximum PSI. Again not so with a centrifugal pump.

The pump and the agitator each have independent controls and each have directional controls.

Item 11.4.17

Unit shall be mounted on a single-axle trailer of a design, size and weight-bearing capacity sufficiently adequate to carry and transport unit, including when unit is at maximum weight and/or in use (including operator weight).

TURFMAKER EXCEPTION

The TurfMaker trailer provided for this unit shall have two, 3,500 lb axles. Total weight of the unit with a full load and an operator could approach 7,000 lbs.

TurfMaker® CORPORATION

Hydro-Mulching Machinery for Sod Quality Results

References for 2016-012 package

A to Z Rentals
9067 FM 78
Converse, TX 78109
Ed Holman
Buyer
(210) 659-6601
TurfMaker 550 - Hydraulic Drive Power, 25 Honda

RentEquip Inc.
1976 Medina Rd.
Medina, OH 44256
Jim Brown
Buyer
(330) 239-1607
TurfMaker 700 - Hydraulic Power, 27 Kohler

Indian Ridge Country Club, Inc
Steve Seils
76375 Country Club Dr.
Palm Desert, CA 92211
Steve Seils
Buyer
(760) 275-6446
TurfMaker 390 - Hydraulic Drive Power, 22 Honda

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. 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.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. 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.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, 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 which these Standard Procurement Terms and Conditions may accompany, 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. _____ - _____

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:

Turfmaker Corporation

David Moser

4931 Grisham Dr

Rowlett, TX 75088

972-463-2576

dmoser@turfmaker.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. 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.
6. 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.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions 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.
9. 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.
10. 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

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
12. 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 the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, 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 the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions 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.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, 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 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.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions 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.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, 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.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, 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.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

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 Texas)
County of Dallas) SS

Affiant, David Moser, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the David Moser of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Turfmaker Corporation,
(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]
(signature of Affiant)

Sales
(title of Affiant)

Sworn and subscribed to before me this 20 day of October, 2015

[Signature]
(Notary Public)



My Commission Expires: 4-12-2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____ - _____)

RESOLUTION 2015-94

**A RESOLUTION TO BE ENTITLED: “A RESOLUTION
EXTENDING THE INTERIM POSITION OF PLANNING AND
SUSTAINABILITY DIRECTOR TO MAY 31, 2016 OR UNTIL A
PLANNING AND SUSTAINABILITY DIRECTOR IS SELECTED”**

WHEREAS, the City Board of Mayor and Aldermen has adopted Human Resources Manual that establishes uniform policies and procedures for employees service to the City; and

WHEREAS, in May of 2015 the City Administrator appointed Bob Martin to serve as Interim Director of Planning and Sustainability; and

WHEREAS, it is the mutual desire of the City and Mr. Martin to extend his service as Interim Planning and Sustainability Director; and

WHEREAS, pursuant to the Human Resources Manual, temporary promotions are for no longer than a period of six (6) months but can be granted an extension by approval by the Board of Mayor and Aldermen upon recommendation of the City Administrator; and

WHEREAS, the City desires to extend the assignment of Planning and Sustainability Director Bob Martin through May 31, 2016, or until such time a Planning and Sustainability Director is selected.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen for the City of Franklin, Tennessee, that interim Planning and Sustainability Director shall continue serving in his respective temporary capacity and responsibilities through May 31, 2016 or sooner, if so determined by the City Administrator.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Administrator

BY: _____
DR. KEN MOORE
Mayor

EMPLOYMENT AGREEMENT
COF Contract No. 2015-0349

THIS AGREEMENT, which becomes effective on January 1, 2016, is by and between the **City of Franklin, Tennessee**, a municipal corporation, its assigns and successors, ("the City" or "the Employer"), and **Eric Stuckey**, ("Employee"), and both of whom agree as follows:

WITNESS:

WHEREAS, the City hired Eric Stuckey effective January 1, 2009; and

WHEREAS, the City extended Mr. Stuckey's employment by contract effective January 1, 2014 (Contract No. 2013-0014); and

WHEREAS, the City is desirous extending the employment agreement and thereby retaining Mr. Stuckey as City Administrator; and

WHEREAS, Mr. Stuckey desires to continue in the position as City Administrator for the City.

NOW, THEREFORE, in consideration of the mutual covenants and consideration, both parties covenant and agree as follows:

SECTION 1. Duties

The City hereby agrees to continue to employ Eric Stuckey as the City Administrator to perform legally permissible functions and duties specified and assigned by the Board of Mayor and Aldermen and in accordance with the Franklin Municipal Code and Charter. The Employee shall live within the City limits of the City of Franklin, Tennessee.

SECTION 2. Term

- A. This Agreement shall remain in full force in effect for four (4) years beginning January 1, 2016. Upon written agreement by both parties, the Agreement shall be extended for two (2) additional one (1) year terms.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Mayor and Aldermen to terminate the services of this Employee at any time. However, said termination shall be subject to the provisions set forth in Section 3, Paragraph A of this Agreement. The Employee understands he serves at the pleasure of the Board of Mayor and Aldermen.
- C. The City agrees that no later than December 31, 2018, it will notify the Employee of its intent to extend, not extend, or renegotiate the Employment Agreement with the Employee.
- D. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject to the provision set forth in Section 3, Paragraph B and C of this Agreement.

SECTION 3. Termination and Severance Pay

- A. As part of the 2008 employment agreement, the parties agreed that in the event the Employee is terminated and the Employee is willing and able to perform the duties of the position under this agreement, the Employer agrees to pay the Employee installment payments equal to six (6) months aggregate salary, and continued benefit coverage for six (6) months. The Employer has worked for the City for seven (7) years at the date of this Agreement and has thereby accumulated an additional six (6) months of severance pay for a total of twelve (12) months. Continuation of benefit coverage in the event of termination will be equal to the duration of the severance period. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor (which involves fraud, theft, dishonesty, or moral turpitude) or a felony; or if the City reasonably determines that the Employee has engaged in unprofessional and improper practice and breach of public trust, including but not limited to illegal acts involving personal gain or moral turpitude; or malfeasance or misfeasance, the City shall be entitled to terminate the Employee immediately without any severance pay or indemnification as specified in this Agreement.
- B. In the event the Employer at any point during the term of this Agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer; or if Employer refuses, following a written request, to comply with any provision benefiting Employee herein; or if the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.
- C. In the event the Employee voluntarily resigns his position with the City then the Employee shall give the City sixty (60) days written notice in advance, unless the parties otherwise agree. The severance pay agreement detailed in Section 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his duties because of illness, accident, injury, or mental incapacity, for a period of at least twelve (12) weeks and no reasonable accommodations are available, the City shall have the option to terminate employment pursuant to the Human Resources Manual in effect at that time and other applicable law.

SECTION 5. Salary and Evaluation

- A. The City agrees to pay the Employee for his services rendered pursuant hereto, an annual initial base salary of \$169,753.22 /year, payable in installments at the same time as other employees of the City are paid.
- B. The Mayor, in conjunction with the Director of Human Resources, may evaluate the Employee's salary by undertaking a market study of the position and salary.
- C. The Mayor shall evaluate the Employee annually. The Mayor and Employee agree that the evaluation may include input by the Aldermen.

- E. The City agrees that the Employee may receive increases in base salary and benefits due the Employee based on the Employee's performance and evaluation scores so long as increases in base salary and benefits are provided to other employees of the City and are approved by the Board of Mayor and Aldermen.
- f. The Employee shall also receive the same cost of living adjustments as a percentage of annual salary as all other full-time City employees receive that year.

SECTION 6. Hours of Work

The Employee shall report to work for such reasonable hours as are required by the job based upon the job description and as determined by the Mayor.

SECTION 7. Automobile

In lieu of being furnished with a City vehicle, the Employee shall be paid an automobile allowance of four hundred dollars (\$400.00) per month. This amount shall be renegotiated annually. Employee agrees to adequately insure said vehicle and furnish proof of such insurance annually and shall carry such rider as will insure the city, the cost of which shall be paid by the Employee. The City will provide for cellular phone and/or radio as necessary and approved by Board of Mayor and Aldermen, subject to the City's communication equipment policy.

SECTION 8. Disability, Health, Dental and Life Insurance

The City agrees to put in force and make premium payments for Long-Term Disability, Dental, and Health Insurance policies on behalf of the Employee and dependents at a level of coverage available to other City employees. The Employee may choose not to cover himself or his dependents if other coverage is available. Life insurance will be provided as allowed by the Human Resources Manual as may from time to time be amended. The Employee further agrees to undergo the required initial physical examination required of all employees and understands this offer is conditioned upon passing the physical examination.

SECTION 9. Retirement Benefits

The Employee shall participate in the City of Franklin Employees Pension Plan. Additionally, the Employee may contribute to the City's 401(a) program and the City shall match up to three percent (3%) of the Employee's salary. The Employee contribution and the Employer match shall be made on each regularly scheduled pay period.

SECTION 10. Vacation and Sick Leave

The City shall credit the Employee with one hundred sixty (160) hours of vacation leave on January 1 of each year. The Employee may carry over up to eighty (80) hours of vacation each year. No other vacation shall carry over. The Employee shall accrue sick leave at the same rate as other general full-time employees of the City. The Employee may roll over up to forty (40) hours of excess vacation leave into sick leave annually. Sick leave, upon termination of this agreement, will not be compensated for.

SECTION 11. Dues, Subscriptions and Professional Development

- A. The City agrees to pay the Employee's annual membership dues, subscriptions and conference expenses to the International City/County Management Association (ICMA) and the Tennessee City Management Association (TCMA) incurred by the Employee in conjunction with the Employee's duties, not to exceed the budgeted amount and subject to prior approval by the Board of Mayor and Aldermen.
- B. The City agrees to pay the travel and subsistence expenses of the Employee for professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the City, not to exceed the budget and subject to prior approval by the Board of Mayor and Aldermen. In-State mileage shall not be paid when the employee is able to drive his vehicle, as this travel is considered to be covered by the automobile allowance.
- C. The City agrees to pay the dues and meal expenses for Employee's membership in a civic club within the City.

SECTION 12. Other Terms and Conditions of this Agreement

- A. The Board of Mayor and Aldermen may fix any other reasonable terms and conditions of employment as it may determine from time to time relating to the performance of Employee provided such terms and conditions are not inconsistent with or in conflict with other provisions of this agreement or City Charter and Franklin Municipal Code.
- B. All provisions of the City Charter, The Franklin Municipal Code, the Human Resources Manual and other rules and regulations relating to benefits, vacation, sick leave, retirement, pension system contribution, holidays, and other fringe benefits as they now exist or as may be amended shall apply to Employee as they would to all other full time employees, except for those benefits specifically addressed in this Agreement.
- C. The Board of Mayor and Aldermen at its reasonable discretion may conduct a formal or informal evaluation of Employee's performance. Such evaluation may include mutually agreed upon performance criteria.
- D. At the termination of employment relationship between the parties herewith, Employee expressly agrees if requested to cooperate with and assist any newly appointed City Administrator during the period of transition. Employee further agrees if requested to assist in any legal proceeding or litigations including returning to the City if requested to testify or give depositions or otherwise assist the City. Provided the City shall reimburse Employee for all reasonable travel and lodging expenses associated with the City Administrator transition.

SECTION 15. General Performance

- A. This Agreement as it exists or as it may be amended shall constitute the entire agreement between the parties.

- B. If any provision or portion of this Agreement is held to be invalid or unenforceable, the remainder of this agreement or portion thereof shall be inseverable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, all parties have affixed their hand and seal, on the day and year above written.

Eric Stuckey
Employee

Date: _____

City of Franklin, Tennessee

By: _____
Dr. Ken Moore
Mayor

Date: _____

Approved as to Form:

Shauna R. Billingsley
City Attorney