



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, May 12, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0451](#) Overview of quarterly development activity, value of construction, and an update on the use of the City's on-line inspection scheduling portal.

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [Quarterly Development Activity Q1 2014 -Q1 2015.pdf](#)
 [Construction Value \(Investment\) Report Q3 2013 - Q1 2015.pdf](#)
 [On-Line Inspection Analysis 2014 - Q1 2015.pdf](#)

2. [15-0442](#) Consideration of Resolution 2015-29, A Resolution to Finalize the Design, Alignment and Funding associated with the Sidewalk Construction along Murfreesboro Road (SR 96 East) Pinkerton Park to Mack Hatcher Parkway Project (04/23/15 CIC 4-0; 5/12/15 WS).

Sponsors: Paul Holzen

Attachments: [Res 2015-29 SR96EMultiuse Path Attachment A and B.pdf](#)
 [Res 2015-29 SR 96 E Multiuse Path Resolution.doc](#)

3. [15-0360](#) Consideration of a Professional Services Agreement (COF 2015-0086) with Civil Infrastructure Associates in the amount of \$102,930 for the Harpeth River Walk (Bicentennial Park to Eastern Flank Battlefield) Preliminary Engineering Project (4/23/15 CIC 4-0, 05/12/15 WS)

Sponsors: Paul Holzen

Attachments: [COF 2015-0086 PSA CIA River Walk Preliminary Engineering Law Approved.doc](#)
 [COF 2015-0086 - River Walk Preliminary Engineering - Attachment A.pdf](#)

Legislative History

4/23/15	Capital Investment	referred to the Work Session
	Committee	

4. [15-0439](#) Consideration Of A Professional Services Agreement (COF 2015-0096) With Civil & Environmental Consultants, Inc For The Jordan Branch/Spencer Creek Restoration Project For An Amount Not To Exceed \$106,945. (05/12/15 WS)
- Sponsors:** Paul Holzen
- Attachments:** [COF 2015-0096 CEC PSA Jordan Branch - Attachment A.pdf](#)
[COF 2015-0096 CEC Jordan Branch PSA.docx](#)
5. [15-0440](#) Consideration of a Professional Services Agreement (COF 2015-0087) with Barge Waggoner Sumner & Cannon, Inc. in the amount of \$48,750 for the Parkview Drainage Improvements Study Project. (05/12/15 WS)
- Sponsors:** Paul Holzen
- Attachments:** [COF 2015-0087 BWSC Parkview Drainage Study PSA.docx](#)
[COF 2015-0087 - BWSC PSA Parkview Drainage Study - Attachment A.pdf](#)
[Adams Proposed Work.pdf](#)
6. [15-0446](#) Consideration of Resolution 2015-17, A Resolution Awarding The Construction Contract (COF Contract No 2014-0272) To Layne Inliner In The Amount Of \$1,411,950.00 For The Annual On-Call Sanitary Sewer And Manhole Rehabilitation Project (05/12/15 WS)
- Sponsors:** Paul Holzen and Mark Hilty
- Attachments:** [Res 2015-17 AnnualContractSewerManholeRehab_BidAward.doc](#)
7. [15-0447](#) Consideration of Resolution 2015-18, A Resolution Awarding the Construction Contract (COF Contract No 2014-0273) to First Response in the Amount of \$459,310.00 for the Annual On-Call Sanitary Sewer Cleaning and Inspection Project (05/12/15 WS)
- Sponsors:** Paul Holzen and Mark Hilty
- Attachments:** [Res 2015-18 AnnualContractSewerCleaningInspection_BidAward.doc](#)
8. [15-0443](#) Consideration Of Bid Award To WW Masonry Restoration And Waterproofing Of Nashville, Tennessee In The Total Lump-Sum Amount Of \$44,363.00 To Re-Coat Exterior Of Ash Drive Water Storage Tank For The Water Management Department (Purchasing Office Procurement Solicitation No. 2015-031; \$95,000 Budgeted For All Expenditures, Including This Project, To Be Allocated To 421-82599-52109 For Fiscal Year 2015; Contract No. 2015-0114) (05/12/15 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2015-031 Bid Tab](#)
[2015-0114 Procurement Agreement, signed for vendor, with attachments](#)

9. [15-0392](#) PUBLIC HEARING: Consideration of Resolution 2015-27, To Be Entitled, "A Resolution Approving A Development Plan Revision 6 For Highlands At Ladd Park PUD Subdivision, With 3 Modifications Of Standards (MOS1-Parkland Dedication In Floodplain To Be Used As Canoe Access; MOS2-Allow Impervious Paving Surface For Canoe Access; MOS3-Receive Future Credit For Land Dedication In Excess Of 1.21 Acres), Located Along Carothers Parkway And Long Lane, By The City Of Franklin, Tennessee." (FMPC 04/23/15 7-0, 05/12/15 WS)

Sponsors: Andrew Orr

Attachments: [MAP](#)
[5800 Conditions of Approval](#)
[Development Plan Layout](#)
[Res 2015-27 Highlands at Ladd Park DP Rev 6](#)

Legislative History

4/23/15	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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10. [15-0445](#) Consideration of Reassignment Of Contract 2013-0137 With Energy Source Partners To TA Solar Project Co 12, LLC Regarding The Approved 1 Megawatt Solar Array (05/12/15 WS).

Sponsors: Andrew Orr

Attachments: [COF No. 2013-0137](#)
[Addendum Energy Source.pdf](#)

11. [15-0444](#) Discussion Regarding 2015 Board of Mayor and Aldermen Meeting Dates.

Sponsors: Eric Stuckey

Attachments: [11 15-0444 2015 meeting dates.pdf](#)

Other Business

Adjournment

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

DEVELOPMENT ACTIVITY SUMMARY - by Quarter
PERMITS ISSUED & FEES RECEIVED
Including Construction Valuation

From: 1/1/14-3/31/15



PERMIT FEES RECEIVED - Includes Building,
Electrical, Mechanical, Plumbing, Demolition,
Swimming Pool Permit Fees, & Technology Fees

**# of PERMITS
ISSUED**

**FEES
RECEIVED**

<u>January - March 2014</u>	<u>1,696</u>	<u>\$347,681</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,178	\$234,230
<u>Non-Residential (inc Multi-Family)</u>	518	\$113,451
<u>April - June 2014</u>	<u>1,829</u>	<u>\$543,707</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,208	\$271,106
<u>Non-Residential (inc Multi-Family)</u>	621	\$272,601
<u>July - September 2014</u>	<u>2,072</u>	<u>\$468,703</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,157	\$257,241
<u>Non-Residential (inc Multi-Family)</u>	915	\$211,462
<u>October - December 2014</u>	<u>1,505</u>	<u>\$398,731</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,079	\$251,955
<u>Non-Residential (inc Multi-Family)</u>	426	\$146,776
<u>January - March 2015</u>	<u>1,454</u>	<u>\$469,158</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,021	\$294,681
<u>Non-Residential (inc Multi-Family)</u>	433	\$174,477
<u>TOTAL PERMITS ISSUED</u>	<u>8,556</u>	<u>\$2,227,979</u>

ADDITIONAL FEES RECEIVED - Includes Plan
Review Fees, Reinspection Fees, Road Impact Fees,
Facilities Taxes, & Garbage Container Fees

<u>January - March 2014</u>	<u>\$1,548,715</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$883,689
<u>Non-Residential (inc Multi-Family)</u>	\$665,026
<u>April - June 2014</u>	<u>\$2,766,741</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$951,188
<u>Non-Residential (inc Multi-Family)</u>	\$1,815,553
<u>July - September 2014</u>	<u>\$1,128,946</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$991,327
<u>Non-Residential (inc Multi-Family)</u>	\$137,619
<u>October - December 2014</u>	<u>\$1,214,540</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$869,820
<u>Non-Residential (inc Multi-Family)</u>	\$344,720
<u>January - March 2015</u>	<u>\$1,692,652</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$1,115,961
<u>Non-Residential (inc Multi-Family)</u>	\$576,691
<u>TOTAL ADDITIONAL FEES</u>	<u>\$8,351,593</u>

BUILDING PERMITS ISSUED - Number of Units by
Dwelling Types - New Construction

of UNITS

<u>January - March 2014</u>	<u>120</u>
<u>Single Family (Detached) Dwellings</u>	<u>105</u>
<u>Multi-Family (Attached) Dwellings</u>	<u>39</u>
<u>Townhomes</u>	<u>21</u>
<u>April - June 2014</u>	<u>335</u>
<u>Single Family (Detached) Dwellings</u>	<u>116</u>
<u>Multi-Family (Attached) Dwellings</u>	<u>211</u>
<u>Townhomes</u>	<u>8</u>
<u>July - September 2014</u>	<u>141</u>
<u>Single Family (Detached) Dwellings</u>	<u>115</u>
<u>Multi-Family (Attached) Dwellings</u>	<u>5</u>
<u>Townhomes</u>	<u>21</u>
<u>October - December 2014</u>	<u>116</u>
<u>Single Family (Detached) Dwellings</u>	<u>102</u>
<u>Multi-Family (Attached) Dwellings</u>	<u>4</u>
<u>Townhomes</u>	<u>10</u>
<u>January - March 2015</u>	<u>177</u>
<u>Single Family (Detached) Dwellings</u>	<u>93</u>
<u>Multi-Family (Attached) Dwellings</u>	<u>19</u>
<u>Townhomes</u>	<u>66</u>

<u>TOTAL DWELLING UNITS</u>	<u>935</u>
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STORMWATER, GRADING, & UTILITY
PERMITS ISSUED

of PERMITS
ISSUED

FEES
RECEIVED

STORMWATER & GRADING PERMITS:

<u>January - March 2014</u>	<u>13</u>	<u>\$12,089</u>
<u>April - June 2014</u>	<u>13</u>	<u>\$33,260</u>
<u>July - September 2014</u>	<u>14</u>	<u>\$44,321</u>
<u>October - December 2014</u>	<u>9</u>	<u>\$13,892</u>
<u>January - March 2015</u>	<u>11</u>	<u>\$22,656</u>

TOTAL STORMWATER &
GRADING PERMITS ISSUED:

60

\$126,218

GRADING ONLY PERMITS:

<u>April - June 2014</u>	<u>4</u>	<u>\$1,600</u>
<u>July - September 2014</u>	<u>2</u>	<u>\$1,000</u>
<u>October - December 2014</u>	<u>1</u>	<u>\$100</u>
<u>January - March 2015</u>	<u>1</u>	<u>\$400</u>

TOTAL GRADING ONLY
PERMITS ISSUED

8

\$2,100

UTILITY CONSTRUCTION/ INFRASTRUCTURE PERMITS

<u>January - March 2014</u>	<u>2</u>	<u>\$1,000</u>
<u>April - June 2014</u>	<u>4</u>	<u>\$400</u>
<u>July - September 2014</u>	<u>9</u>	<u>\$1,100</u>
<u>October - December 2014</u>	<u>5</u>	<u>\$500</u>
<u>January - March 2015</u>	<u>8</u>	<u>\$800</u>

<u>TOTAL UTILITY CONSTRUCTION/ INFRASTRUCTURE PERMITS ISSUED:</u>	<u>28</u>	<u>\$2,900</u>
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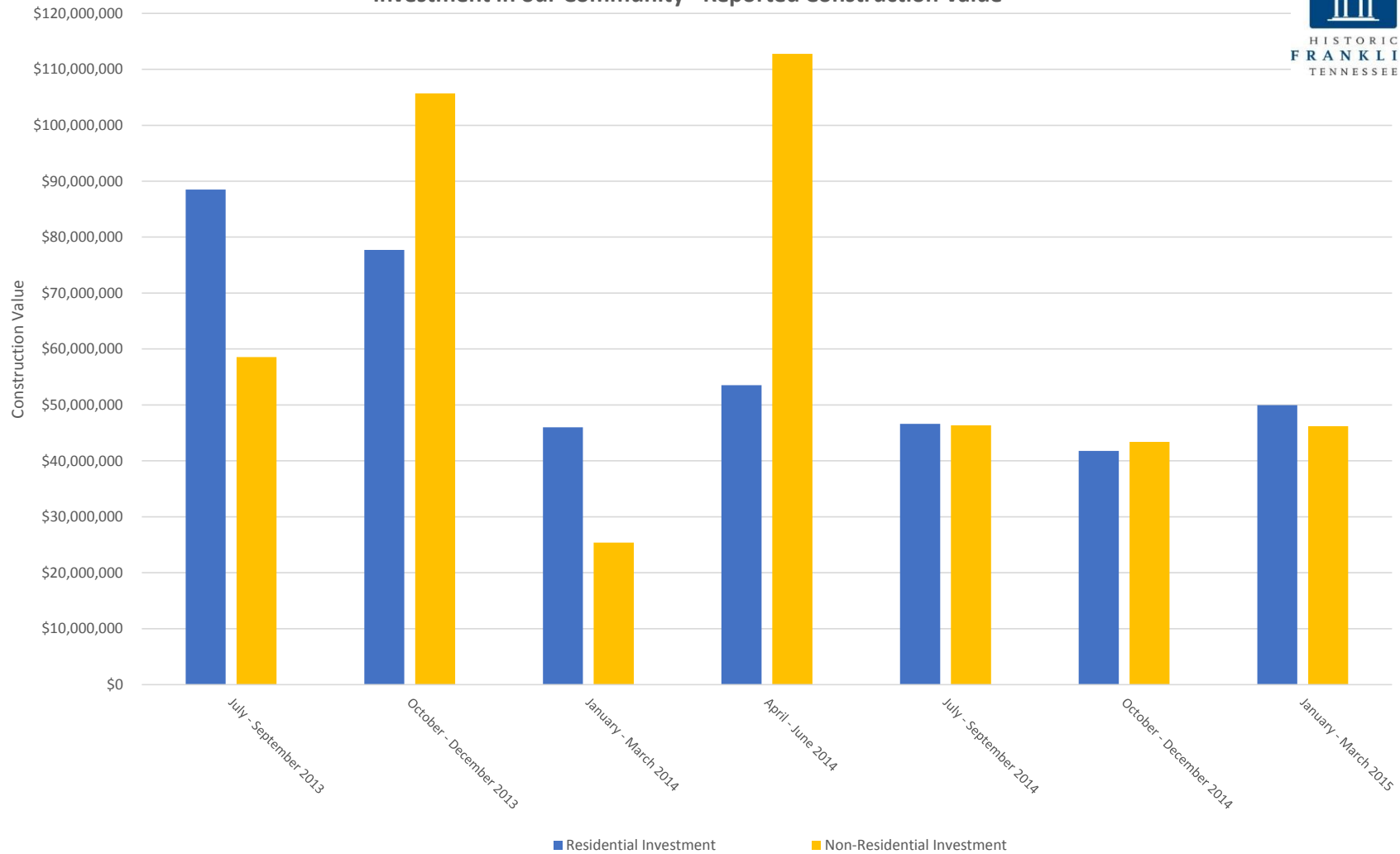
<u>ESTIMATED VALUATION OF BUILDING PERMITS*</u>	<u># of BUILDING PERMITS ISSUED</u>	<u>VALUATION</u>
<u>January - March 2014</u>		<u>\$71,417,163</u>
<u>Residential Valuation of Construction</u>	177	\$46,017,047
<u>Non-Residential Valuation of Construction</u>	73	\$25,400,116
<u>April - June 2014</u>		<u>\$166,311,643</u>
<u>Residential Valuation of Construction</u>	208	\$53,532,527
<u>Non-Residential Valuation of Construction</u>	96	\$112,779,116
<u>July - September 2014</u>		<u>\$92,950,376</u>
<u>Residential Valuation of Construction</u>	223	\$46,617,052
<u>Non-Residential Valuation of Construction</u>	86	\$46,333,324
<u>October - December 2014</u>		<u>\$85,186,662</u>
<u>Residential Valuation of Construction</u>	181	\$41,798,605
<u>Non-Residential Valuation of Construction</u>	68	\$43,388,057
<u>January - March 2015</u>		<u>\$95,874,702</u>
<u>Residential Valuation of Construction</u>	229	\$49,657,927
<u>Non-Residential Valuation of Construction</u>	82	\$46,216,775
<u>TOTAL ESTIMATED VALUATION OF BUILDING PERMITS*</u>		<u>\$511,740,546</u>

*Includes all new residential construction (single family detached dwellings and townhomes), new non-residential construction (including multi-family dwellings), accessory buildings, additions, tenant build-out, renovations, and miscellaneous construction. Estimated Valuations (Construction Costs) are provided by Applicants on **Building** Permit Applications only.

Permit values transacted during the month do not necessarily equal dollars collected because of the timing of the payment and actual issuance of the permits.

DEVELOPMENT SUMMARY

Investment in our Community - Reported Construction Value



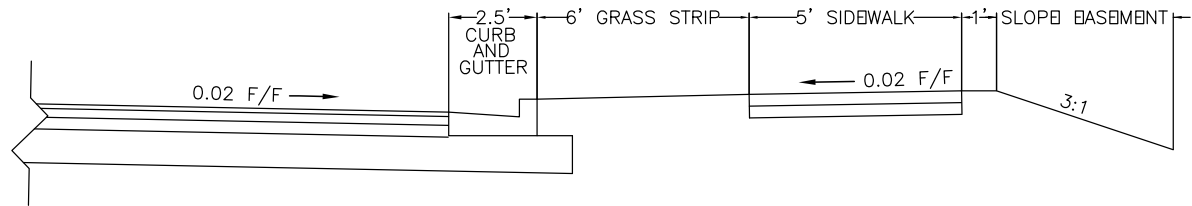
Estimated Valuation is provided by Applicants on Building Permit Applications. Does not include the value of associated permits.

BNS INSPECTION SCHEDULING - 2014 & 2015

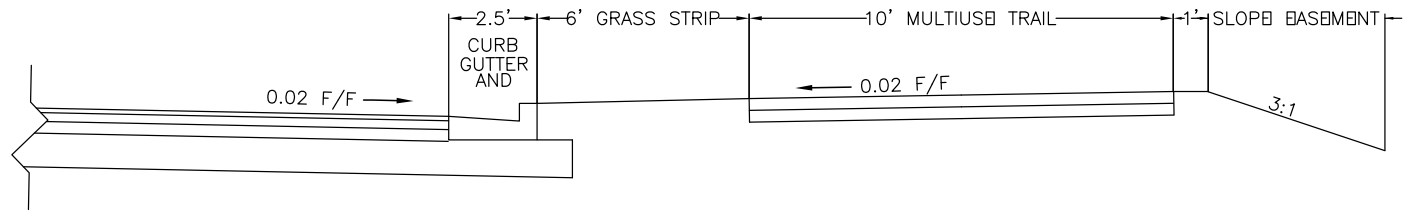


Inspections - call date	Avg Total # Scheduled	Avg # Scheduled by Phone	Avg # Scheduled Online	% of Inspections Scheduled Online
2014				
January, 2014	93	69	25	24 %
February, 2014	95	64	30	32 %
March, 2014	94	83	11	15 %
April, 2014	111	96	15	13 %
May, 2014	115	95	20	16 %
June, 2014	112	92	20	17 %
July, 2014	116	93	23	20 %
August, 2014	127	100	27	21 %
September, 2014	115	90	25	21 %
October, 2014	115	85	30	26 %
November, 2014	128	83	45	34 %
December, 2014	115	76	39	34 %
2015				
January, 2015	109	72	37	33 %
February, 2015	90	61	41	39 %
March, 2015	99	67	38	38 %
	Total # Scheduled	Total Scheduled by Phone	Total # Scheduled Online	% of Inspections Scheduled Online
2014 Totals	27199	20923	6276	23 %
2015 YTD Totals	6046	3919	2181	36 %

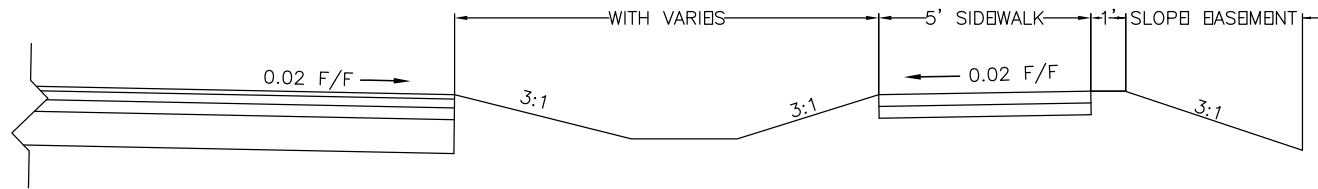
OPTION 1



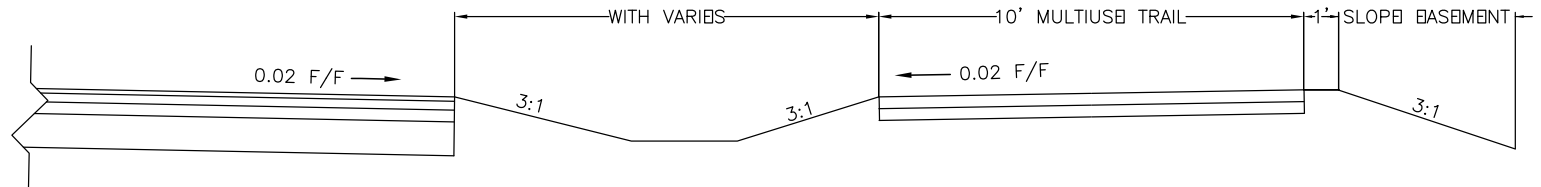
OPTION 2

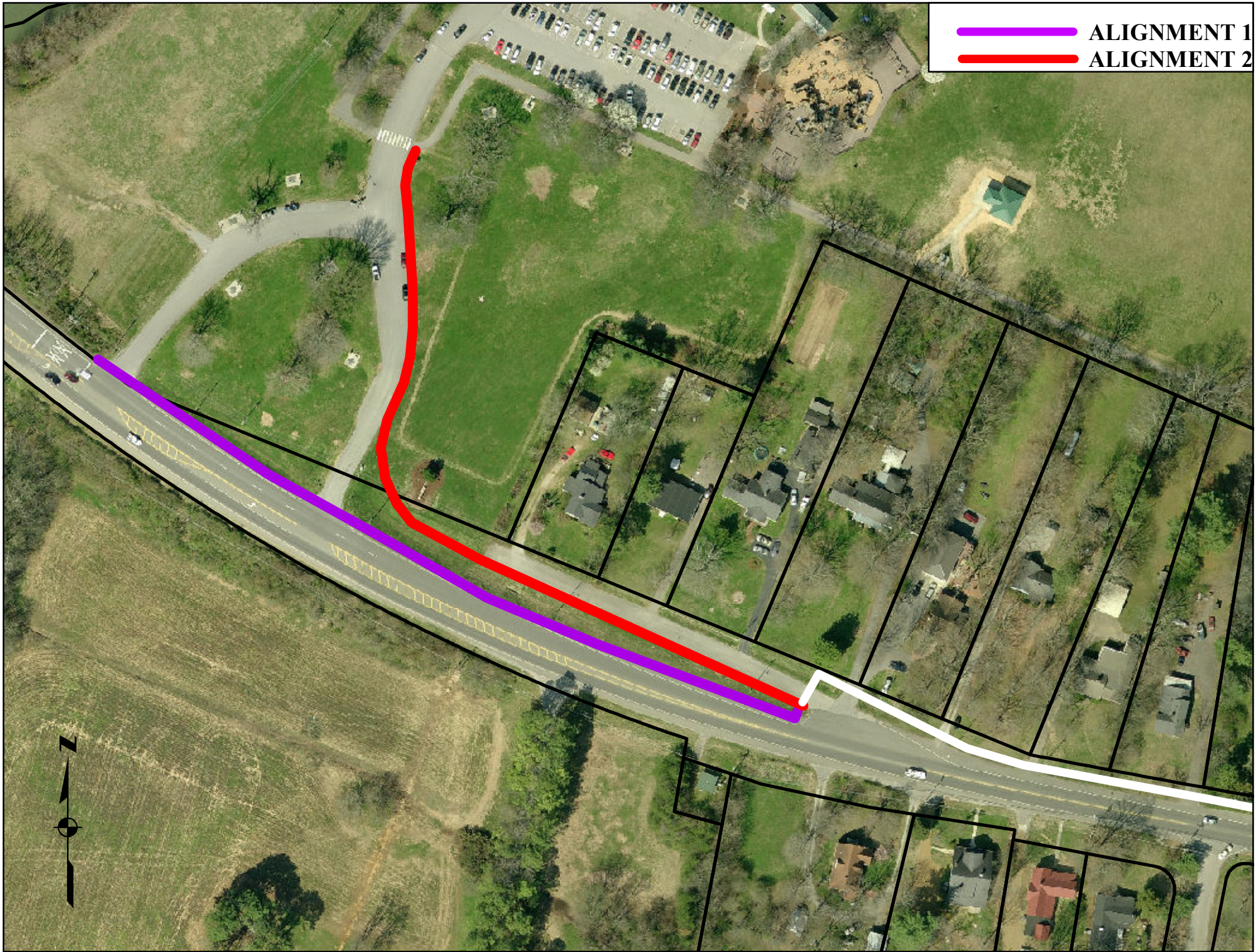


OPTION 3



OPTION 4





 **ALIGNMENT 1**
 **ALIGNMENT 2**

RESOLUTION NO. 2015-29

TO BE ENTITLED: "A Resolution to Finalize the Design, Alignment and Funding associated with the Sidewalk Construction along Murfreesboro Road (SR 96 East) Pinkerton Park to Mack Hatcher Parkway Project."

WHEREAS, the Board of Mayor and Aldermen unanimously approved Resolution 2014-13; A Resolution to Adopt the Funding Plan for the FYI 2014-2018 CIP; and

WHEREAS, Resolution 2014-13 included \$550,300 for a sidewalk project from Pinkerton Park to Mack Hatcher Parkway along Hwy 96 East; and

WHEREAS, a public meetings were held on February 19, 2015, and March 4th, 2015, to obtain input from the residents and general public; and

WHEREAS, the residents and general public supported the project but asked for consideration to replace the sidewalk with a multi-use trail; and

WHEREAS, following the final design, City staff will hold another public meeting to obtain additional public input and support for the project prior to acquiring the necessary rights-of-way and easements for the project.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that Option 4 as shown on Attachment A and Alignment 2 as shown on Attachment B shall be approved for the design and funding for the Sidewalk Construction along Murfreesboro Road (SR 96 East) Pinkerton Park to Mack Hatcher Parkway Project utilizing General Obligation Bond(s).

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2015

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley, City Attorney

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0086**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Civil Infrastructure Associates (CIA)**, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, survey, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

Harpeth River Walk (Bicentennial Park to Eastern Flank Battlefield)

1. **SCOPE OF SERVICES.** Consultant shall provide engineering, surveying and related technical services for the Project in accordance with the Scope of Services. The Scope of Services as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed **ONE HUNDRED TWO THOUSAND NINE HUNDRED THIRTY AND NO/100 DOLLARS (\$102,930.00)**.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna

R.

Billingsley,

City

Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or

- of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 **TRAVEL; EXPENSES**
The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be

exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation 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.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

March 3, 2015

Mr. Paul Holzen, PE
Director of Engineering
City of Franklin
109 Third Avenue South
Franklin, TN 37064

**RE: Proposal for Professional Services
 Preliminary Engineering for New Greenway Connections**

HARPETH RIVER WALK (BICENTENNIAL PARK TO EASTERN FLANK BATTLEFIELD)

Dear Paul:

We are pleased to submit this proposal to you to provide preliminary engineering services for these exciting new projects for the City of Franklin. Thank you for placing confidence in Civil Infrastructure Associates, LLC (CIA). We look forward to working with you on these projects.

Project Background and Description

In keeping with the goals and objectives outlined in the City of Franklin Greenway and Open Space Master Plan (Master Plan), the City desires to evaluate the corridor of the proposed Pinkerton Park / Eastern Flank Battlefield Connection and as an add alternate the Pinkerton Park / Bicentennial Park Connection to ascertain the most judicious alignment for the trails. The two trail connections and their optional locations are described in more as follows:

1. Pinkerton Park / Eastern Flank Battlefield connection

As the name implies, the new path would generally extend from the existing trail system at Pinkerton Park located at 405 Murfreesboro Road southward along the Harpeth River. It is anticipated that the path would terminate at the Eastern Flank Battlefield Park. The total length of the project is approximately 6500 feet. Preliminarily, the City has expressed interest in exploring two options for the proposed alignment as follows (refer to Attachment A1 for a map of the alignment options):

Option 1A:

Alignment Option 1A would extend from Pinkerton Park southerly along the eastern and northern bank of the Harpeth River to a point generally opposite the aforementioned river access parking area where a new bridge across the Harpeth River would be constructed to complete the connection to Lewisburg Avenue.

Option 1B:

This alignment option would extend from Pinkerton Park southerly along the eastern bank of the Harpeth River to a point just east of the large bend in the river where a new bridge across the river would be constructed. From the proposed bridge, the path would extend southward to and across Lewisburg Avenue. The path would then continue easterly along and generally parallel to the southern margin of Lewisburg Avenue to terminate at Carriage Park Drive.

2. Pinkerton Park / Bicentennial Park Connection (Add Alternate 1)

Again, as the name implies this section of trail would connect the existing trail system at Pinkerton Park to the new trail system at Bicentennial Park also known as the 3rd Avenue North Trail/Greenway Project. For this connection, the City has expressed interest in evaluating 2 options for the proposed alignment as follows (refer to Attachment A2 for a map of the alignment options):

Option 2A:

Alignment Option 2A would extend from Pinkerton Park north and westerly along the eastern and northern bank of the Harpeth River through Fort Granger Park, across East Main Street / Franklin Road to a point where an easterly extension of North Margin Street would intersect the Harpeth River. At this location the City would construct a pedestrian bridge across the Harpeth River to connect to the Bicentennial Park trail system. The total length of this option would be approximately 3700 feet long including the bridge.

Option 2B:

Alignment Option 2B would begin at the terminus of the existing trail west of Pinkerton Park across the Harpeth River at the intersection of South Margin Street and 1st Avenue South and extend north-northwesterly along the north side of 1st Avenue. The Option 2B corridor would extend northwesterly along 1st Avenue South across East Main Street and onward along 1st Avenue North to Bridge Street. At Bridge Street the corridor would leave the existing roadway and extend along the westerly bank of the Harpeth River to the trail system at Bicentennial Park. The total length of the Option 2B connection is approximately 2600 feet.

In conformance with the Master Plan, all four alignment options will be designed as a multi-use path section having a paved width of 12 feet with 2 foot wide granular shoulders. A notable exception would be the portion of Option 2B along the 100 Block of 1st



Avenue South and 1st Avenue North where sidewalk exists and space is limited. Also, alternate shoulder treatments may be evaluated along portions of Option 1B parallel to Lewisburg Avenue as right-of-way and/or public safety needs dictate.

Scope of Services

CIA will perform preliminary engineering for the four alignment options described above. In general conformance with design standards established in the Master Plan, the following tasks will be performed:

1. CIA will utilize existing Franklin GIS data for preliminary design. We will develop a digital terrain model from the existing LIDAR point data provided by the City. Existing tax parcel data will be used for determining the location of property lines.
2. CIA will meet with and confer with City Engineering Department personnel throughout the preliminary design process. CIA has anticipated 5 site visits for this task.
3. Based on the City GIS data, CIA will develop preliminary horizontal and vertical design alignments for the four options.
4. From the preliminary design alignments, preliminary grading and drainage plans will be developed for each of the four options in order to better estimate construction earthwork and drainage quantities.
5. Preliminary pedestrian bridge sizing and pedestrian bridge manufacturer recommendations will be provided for the proposed river crossings. This task will be provided by Alfred Benesch & Company (Benesch) as a sub-consultant. No hydraulic modeling or structural analysis is anticipated under this preliminary design task.
6. A preliminary schedule of estimated construction quantities will be developed for each of the four alignment options.
7. A preliminary property right-of-way and easement acquisition table will be prepared for each option based primarily upon existing tax parcel mapping data.
8. CIA will prepare an Engineer's Opinion of Probable Construction Costs for each of the four alignment options using TDOT standard item numbers. Bridge costs, to be provided by Benesch, will be substantially based on historical bridge construction data with applied escalation factors.

Exclusions

For scope clarification, please note that the following items are specifically excluded from the proposed scope of services:



1. Any and all geotechnical exploration and/or analysis,
2. Any and all permitting activity related to environmental, cultural, archeological, or historical research and review,
3. Any and all permitting activity related to future project construction including hydraulic, grading, storm water, right-of-way, utility, and railroad access and crossing,
4. Any and all landscape design services typical of those requiring the seal of a professional landscape architect.

Project Deliverables

The following items will be delivered for each alignment option:

1. Preliminary grading and drainage plans,
2. Property Map and Acquisition Table showing anticipated right-of-way and/or easement acquisition,
3. Engineer's Opinion of Probable Construction Costs.

Schedule

The professionals at CIA will strive to complete the services described herein with efficiency within reasonable timelines. Please allow 8 complete weeks for delivery of Options 1A-1B following full execution and approval of the City's Agreement for Professional Services. If the City chooses to add Alternate 1, please allow 12 complete weeks for completion of all four alignment options.

Fees

Civil Infrastructure Associates, LLC will provide the scope of work described herein for the following fees:

Pinkerton Park / Eastern Flank Battlefield Connection: **\$32,010**
(This fee includes a sub-consultant fee for \$7500 for preliminary structural engineering services to be provided by Alfred Benesch & Company) Refer to Attachment B1 for a detailed scope and fee summary.

Add Alternate 1
Pinkerton Park / Bicentennial Park Connection: **\$20,080**
(This fee includes a sub-consultant fee for \$3500 for preliminary structural engineering services to be provided by Alfred Benesch & Company) Refer to Attachment B2 for a detailed scope and fee summary.



Add Alternate 2

Topographic Survey of Selected Option
Pinkerton Park / Eastern Flank Battlefield Connection: **\$31,560**
(Refer to Attachment C1 for detailed Scope and Fee Estimate for Add Alternate 2)

Add Alternate 3

Topographic Survey of Selected Option
Pinkerton Park / Bicentennial Park Connection: **\$19,280**
(Refer to Attachment C2 for detailed Scope and Fee Estimate for Add Alternate 3)

Customary direct expenses including travel expenses, in-house printing costs, postage, etc. are included within the lump sum fee.

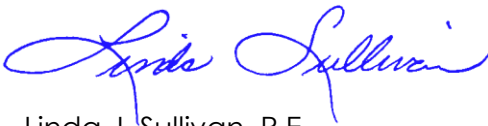
If you have any questions or comments regarding this proposal or the project in general, please do not hesitate to call me at 615-438-9664. We look forward to a pleasant teaming relationship with you and other City staff on this exciting project.

Sincerely,

CIVIL INFRASTRUCTURE ASSOCIATES, LLC



Timothy L. Haggard, PE, RLS, LEED AP
Senior Civil Engineer



Linda J. Sullivan, P.E.
President

Attachments: A1) Map – Pinkerton Park / Eastern Flank Battlefield Connection
A2) Map – Pinkerton Park / Bicentennial Park Connection
B1) Scope & Fee Summary: Pinkerton Park / Eastern Flank Battlefield Connection
B2) Scope & Fee Summary: Add Alternate 1 – Bicentennial Park Connection
C1) Scope & Fee Summary: Add Alternate 2 - Topographic Survey: Pinkerton Park / Eastern Flank Battlefield Connection
C2) Scope & Fee Summary: Add Alternate 3 – Topographic Survey: Bicentennial Park Connection



Data Sources:
Imagery: BING

CIA shall evaluate two
crossing of the Harpeth River
prior to preliminary
engineering. Coordinate with
the Engineering and Parks
Department.

Legend

ALIGNMENTS

- Option 1A
- Option 1B
- Parcel Lines

FLOOD ZONE

- FLOODWAY

City of Franklin
Pinkerton Park to
Eastern Flank
Battlefield
Greenway Extension

Conceptual Route
Alternatives Map



Legend

ALIGNMENTS

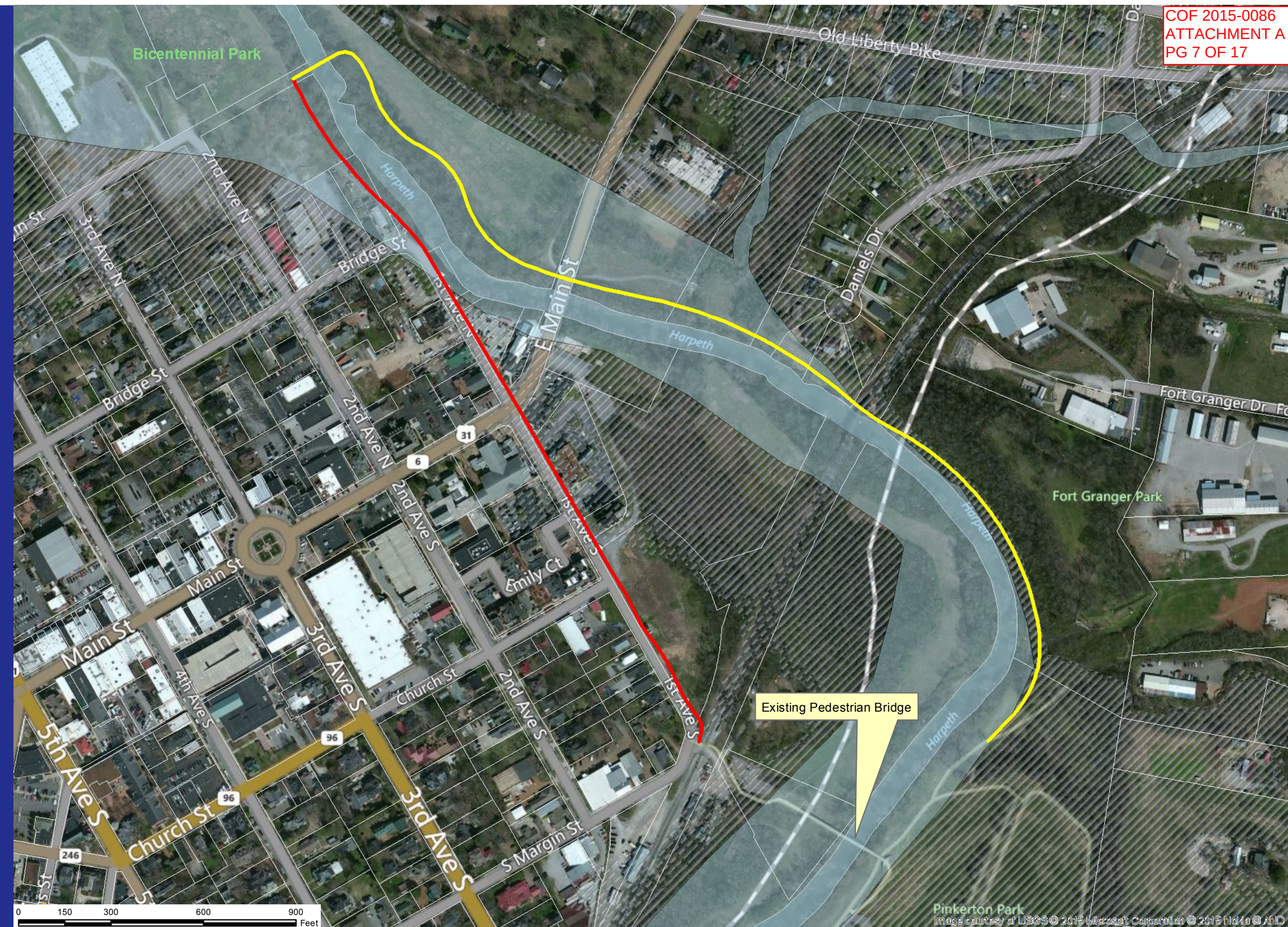
FLOOD ZONE

FLOODWAY

Conceptual Route Alternatives Map



ATTACHMENT A2
FEBRUARY 2015



ATTACHMENT B1 - SCOPE & FEE SUMMARY
Preliminary Engineering & Alternatives Analysis
Pinkerton Park to Eastern Flank Battlefield Greenway
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 8 OF 17

SUMMARY TOTALS	Total Hours	Labor Fee	Sub-Consultants Fee	Total Fee
TOTALS ACTUAL ==>	197	\$ 24,510	\$ 7,500	\$ 32,010

FEE	TOTAL HOURS	Sr. Engineer	Sr. Designer
	Loaded Rate	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	36.04%	63.96%
TOTAL HOURS ==>	197.0	71.0	126.0
Task 1.0 Data Conversion	32.0	8.0	24.0
Task 2.0 - Preliminary Design	92.0	28.0	64.0
Task 3.0 - Takeoffs & Estimation	59.0	21.0	38.0
Task 4.0 - Project Management	14.0	14.0	
TOTAL DIRECT LABOR COST==>	\$ 24,510	\$ 10,650	\$ 13,860

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	Sr. Engineer	Sr. Designer
Task Number	Preliminary Engineering - BUDGET	197.0	71.0	126.0
1.0	<i>GIS Data Conversion and DTM Development</i>			
1.1	Obtain & Convert Data from City GIS	10.0	2.0	8.0
1.2	Develop Existing Surface DTM from LIDAR Data	12.0	4.0	8.0
1.3	Prepare, Label, and Clean Up Base CADD files for Design	10.0	2.0	8.0
2.0	<i>Preliminary Design</i>			
2.1	Create Horizontal and Vertical Alignments for Two Alignment Options	32.0	8.0	24.0
2.2	Develop Grading Plans for Two Alignment Options	24.0	8.0	16.0
2.3	Develop Preliminary Plans for Utility and/or Roadway Realignment and/or relocation	24.0	8.0	16.0
2.4	Coordinate development of alignment and profile for Pedestrian Bridge for each option	12.0	4.0	8.0
3.0	<i>Construction Takeoff & Estimation:</i>			
3.1	Prepare Preliminary Right-of-Way Acquisition Table for Two Alignment Options	13.0	1.0	12.0
3.2	Prepare Preliminary Construction Quantity Takeoff for Two Alignment Options	28.0	4.0	24.0
3.3	Prepare Engineers Opinion of Probable Construction Cost for Two Options	18.0	16.0	2.0
4.0	<i>Management & Coordination</i>			
4.1	Site Visits and Coordination Meetings	10.0	10.0	
4.2	Quality Control	2.0	2.0	
4.3	Project Management	2.0	2.0	

ATTACHMENT B2 - SCOPE & FEE SUMMARY
Preliminary Engineering & Alternatives Analysis
Add Alternate 1: Pinkerton Park to Bicentennial Park Connection
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 10 OF 17

SUMMARY TOTALS	Total Hours	Labor Fee	Sub-Consultants Fee	Total Fee
TOTALS ACTUAL ==>	134	\$ 16,580	\$ 3,500	\$ 20,080

FEE	TOTAL HOURS	Sr. Engineer	Sr. Designer
	Loaded Rate	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	34.33%	65.67%
TOTAL HOURS ==>	134.0	46.0	88.0
Task 1.0 Data Conversion	21.0	3.0	18.0
Task 2.0 - Preliminary Design	59.0	15.0	44.0
Task 3.0 - Takeoffs & Estimation	42.0	16.0	26.0
Task 4.0 - Project Management	12.0	12.0	
TOTAL DIRECT LABOR COST==>	\$ 16,580	\$ 6,900	\$ 9,680

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	Sr. Engineer	Sr. Designer
Task Number	Preliminary Engineering - BUDGET	134.0	46.0	88.0
1.0	<i>GIS Data Conversion and DTM Development</i>			
1.1	Obtain & Convert Data from City GIS	5.0	1.0	4.0
1.2	Develop Existing Surface DTM from LIDAR Data	7.0	1.0	6.0
1.3	Prepare, Label, and Clean Up Base CADD files for Design	9.0	1.0	8.0
2.0	<i>Preliminary Design</i>			
2.1	Create Horizontal and Vertical Alignments for Two Alignment Options	20.0	4.0	16.0
2.2	Develop Grading Plans for Two Alignment Options	16.0	4.0	12.0
2.3	Develop Preliminary Plans for Utility and/or Roadway Realignment and/or relocation	16.0	4.0	12.0
2.4	Coordinate development of alignment and profile for Pedestrian Bridge	7.0	3.0	4.0
3.0	<i>Construction Takeoff & Estimation:</i>			
3.1	Prepare Preliminary Right-of-Way Acquisition Table for Two Alignment Options	9.0	1.0	8.0
3.2	Prepare Preliminary Construction Quantity Takeoff for Two Alignment Options	19.0	3.0	16.0
3.3	Prepare Engineers Opinion of Probable Construction Cost for Two Options	14.0	12.0	2.0
4.0	<i>Management & Coordination</i>			
4.1	Site Visits and Coordination Meetings	8.0	8.0	
4.2	Quality Control	2.0	2.0	
4.3	Project Management	2.0	2.0	

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ATTACHMENT A
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ATTACHMENT C1 - SCOPE & FEE ESTIMATE
Topographic Survey of Selected Route Option
Pinkerton Park to Eastern Flank Battlefield Greenway
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 12 OF 17

SUMMARY TOTALS	Total Hours	Fee
TOTALS ACTUAL ==>	220	\$ 31,560

FEE	TOTAL HOURS	PM/RLS	Survey Crew	Senior Technician
	Loaded Rate	\$150.00	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	32.73%	50.91%	16.36%
TOTAL HOURS ==>	220.0	72.0	112.0	36.0
Task 1.0 Pre-Survey Preparation	16.0	16.0		
Task 2.0 - Project Control	20.0	4.0	16.0	
Task 3.0 - Topographic Survey	168.0	40.0	96.0	32.0
Task 4.0 - Project Management	16.0	12.0		4.0
TOTAL DIRECT LABOR COST==>	\$ 31,560	\$ 10,800	\$ 16,800	\$ 3,960

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	PM/RLS	Survey Crew	Survey/CAD Technician
Task Number	Topographic Survey - BUDGET	220.0	72.0	112.0	36.0
1.0	<i>Pre-Survey Research & Reconnaissance</i>				
1.1	Research to obtain Utility Mapping, Record Drawings, Deeds, Plats, Etc.	8.0	8.0		
1.2	Prepare and Mail Letters to Property Owners along Route	4.0	4.0		
1.3	Submit 811 Utility Locate Tickets and Request Locate from City	4.0	4.0		
2.0	<i>Establish Horizontal & Vertical Control</i>				
2.1	Establish Survey Control Points along Corridor with NAD83 SPC Horizontal & NAVD88 Vertical values tied to TGRN including levels.	20.0	4.0	16.0	
3.0	<i>Generalized Field Survey Scope:</i>				
3.1	Horizontal and vertical location of features within the survey limits including edges of pavement, drives, culverts, headwalls, retaining walls, fence, guard rail, bridge structures, and/or other structures.	16.0		16.0	
3.2	Locate visible evidence of existing utilities within the survey limits including flags and markers, poles, wires, cables, meters, valves, hydrants, pull boxes, manholes (including dips), etc.	28.0	4.0	24.0	
3.3	Locate grade breaks, ditches, swales, and ground shots at approximate 50' station intervals to create a DTM and produce 2' topographic contours	40.0		40.0	
3.4	Recon, Recover, and Locate right-of-way monumentation and property corners.	28.0	12.0	16.0	
3.5	Process field data, resolve right-of-way/property, develop surface DTM, and prepare survey CAD deliverable at a scale of 1"=50' and showing 2 foot contours.	56.0	24.0		32.0
4.0	<i>Management & Coordination</i>				
4.1	Coordination Meetings	4.0	4.0		
4.2	Quality Control	8.0	4.0		4.0
4.3	Project Management	4.0	4.0		

COF 2015-0086
ATTACHMENT A
PG 13 OF 17

Generalized Survey Scope:

CIA will perform field run topographic survey of an approximately 130' wide survey corridor along the chosen route Option for the proposed greenway from Pinkerton Park to the Eastern Flank Battlefield. Corridor options range from approximately 6500 feet long to 7000 feet long. Refer to the detail scope above as well Attachment A1 - Conceptual Route Alternatives Map.

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ATTACHMENT A
PG 14 OF 17

Schedule:

Schedule is unknown.

ATTACHMENT C2 - SCOPE & FEE ESTIMATE
Topographic Survey of Selected Route Option
Pinkerton Park to Bicentennial Park Greenway Connection
City of Franklin, TN

COF 2015-0086
ATTACHMENT A
PG 15 OF 17

SUMMARY TOTALS	Total Hours	Fee
TOTALS ACTUAL ==>	136	\$ 19,280

FEE	TOTAL HOURS	PM/RLS	Survey Crew	Senior Technician
	Loaded Rate	\$150.00	\$150.00	\$110.00
PERCENT OF TIME ==>	100%	35.29%	44.12%	20.59%
TOTAL HOURS ==>	136.0	48.0	60.0	28.0
Task 1.0 Pre-Survey Preparation	11.0	11.0		
Task 2.0 - Project Control	15.0	3.0	12.0	
Task 3.0 - Topographic Survey	98.0	26.0	48.0	24.0
Task 4.0 - Project Management	12.0	8.0		4.0
TOTAL DIRECT LABOR COST==>	\$ 19,280	\$ 7,200	\$ 9,000	\$ 3,080

Project Level Scope & Labor - Breakdown

	DESCRIPTION	TOTAL HOURS	PM/RLS	Survey Crew	Survey/CAD Technician
Task Number	Topographic Survey - BUDGET	136.0	48.0	60.0	28.0
1.0	<i>Pre-Survey Research & Reconnaissance</i>				
1.1	Research to obtain Utility Mapping, Record Drawings, Deeds, Plats, Etc.	6.0	6.0		
1.2	Prepare and Mail Letters to Property Owners along Route	3.0	3.0		
1.3	Submit 811 Utility Locate Tickets and Request Locate from City	2.0	2.0		
2.0	<i>Establish Horizontal & Vertical Control</i>				
2.1	Establish Survey Control Points along Corridor with NAD83 SPC Horizontal & NAVD88 Vertical values tied to TGRN including levels.	15.0	3.0	12.0	
3.0	<i>Generalized Field Survey Scope:</i>				
3.1	Horizontal and vertical location of features within the survey limits including edges of pavement, drives, culverts, headwalls, retaining walls, fence, guard rail, bridge structures, and/or other structures.	12.0		12.0	
3.2	Locate visible evidence of existing utilities within the survey limits including flags and markers, poles, wires, cables, meters, valves, hydrants, pull boxes, manholes (including dips), etc.	16.0	4.0	12.0	
3.3	Locate grade breaks, ditches, swales, and ground shots at approximate 50' station intervals to create a DTM and produce 2' topographic contours	12.0		12.0	
3.4	Recon, Recover, and Locate right-of-way monumentation and property corners.	18.0	6.0	12.0	
3.5	Process field data, resolve right-of-way/property, develop surface DTM, and prepare survey CAD deliverable at a scale of 1"=50' and showing 2 foot contours.	40.0	16.0		24.0
4.0	<i>Management & Coordination</i>				
4.1	Coordination Meetings	2.0	2.0		
4.2	Quality Control	7.0	3.0		4.0
4.3	Project Management	3.0	3.0		

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ATTACHMENT A
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Generalized Survey Scope:

CIA will perform field run topographic survey of an approximately 130' wide survey corridor along the chosen route Option for the proposed greenway from Pinkerton Park to Bicentennial Park. Corridor options range from approximately 2600 feet long to 3700 feet long. Refer to the detail scope above as well Attachment A2 - Conceptual Route Alternatives Map.

COF 2015-0086
ATTACHMENT A
PG 17 OF 17

Schedule:

Schedule is unknown.



February 25, 2015

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
Delivered via email: paul.holzen@franklintn.gov

Dear Mr. Holzen:

Subject: Proposal for Professional Engineering Services
Phase II – Survey and Design for Jordan Branch/Spencer Creek in The
Meadow subdivision off Sliders Knob & Bakers Bridge Avenue
City of Franklin, Williamson County, Tennessee
CEC Project 140-624

Civil & Environmental Consultants, Inc. (CEC) is pleased to submit this proposal to the City of Franklin as discussed and requested at our meeting on February 9, 2015. Our preparation of this proposal is based on a site review meeting with the City and the Regulatory Agencies (TDEC and the Corps of Engineers) on November 12, 2014, the Feasibility Study for Jordan Branch/Spencer Creek (December 16, 2014) including the feedback received from a public meeting earlier this year and our meeting on February 9, 2015 at your office.

1.0 BACKGROUND

Civil & Environmental Consultants, Inc. (CEC) understands that the City of Franklin has had complaints for several years regarding erosion of Jordan Branch/Spencer Creek which flows behind several houses before flowing under Cliffe Run in The Meadow subdivision located off of Bakers Bridge Avenue. The stream originates near the corporate boundary between Brentwood and Franklin at the edge of The Meadow subdivision adjacent to a golf course. Google Maps lists the stream as Jordan Branch, but the Tennessee Department of Environment and Conservation (TDEC) GIS lists it as Spencer Creek and impaired for siltation.

The channel is severely entrenched with eroding and undercut banks. The trees are in danger of falling and many could possibly fall on or very near houses. Relatively large portions of backyards are likely going to be “uprooted” when the trees fall. Stormwater channels designed to

convey flow from the subdivision to the stream are “head-cutting” which is also contributing to the loss of backyards in the form of eroding channels between lots.

2.0 PURPOSE

The purpose of this project is to enhance and stabilize the subject stream to a more aesthetically pleasing and stable condition by incorporating natural stream design principles, bioengineering, and traditional stabilization techniques to the channel and riparian area that will enhance the aquatic habitat and provide a level of safety from the threat of falling trees and vertical streambanks.

3.0 SCOPE OF SERVICES

Phase I of this project was a feasibility study and included Tasks 3.1, 3.2, and 3.3. Phase II includes the survey and design for one of the recommended solutions and is detailed below in Tasks 3.4 – 3.7.

The following scope of services is based upon the three-page “Stream Restoration Projects – Consultant Contract Design Tasks and Construction Administration” given to CEC at the January 12, 2011 meeting regarding COF Contract No. 2010-0155 and as modified during that meeting.

3.4 Project Survey/Scoping/Functional Layout

- Boundary and topographic survey of the project area including adjoining properties for which easements may be necessary to complete the restoration are included with this scope. The primary focus of the survey will be the current alignment of Jordan Branch and the properties that directly abut the drainage way. Back yard topographical information, fences, other residential structures, and back of house corners will be collected to ascertain the impact of sloping the banks back. Topographical information and tree information for the north-south HOA-owned property located between Sliders Knob Avenue and Jordan Branch will also be collected since this may be an access point for construction and because off-line detention within this area may be proposed as part of the design. There should be enough property corners found that when combined with the plat, will provide enough boundary information along the HOA-owned strip to avoid the need for a full boundary survey of all the adjoining properties to this strip.
- A tree survey will be performed on private parcels to document potential trees that may be lost during the construction phase.

- CEC will perform a topographic field survey of the project area using Tennessee state plane coordinates, NAD 83, NAVD 88, zone 4100/5301 for incorporation into the Franklin GIS database. CEC understands that GIS data of this area will be made available for use on this project. The purpose of this initial survey is to gather information for developing a current and comprehensive drawing of the existing stream channel and immediate surrounding area. This drawing will be used in developing and graphically depicting the proposed restoration design. This topographic survey is a prerequisite for all the following tasks.
- CEC will analyze the survey to determine a functional layout required for the stream restoration design and review with the City prior to continuing the work.

3.5 Preliminary and ROW Plans Preparation

The City has elected to proceed with either Option #1 or #2 from the Feasibility Study Report. Option #2 will be the preferred option; however, regulatory requirements and other constraints may dictate another approach. CEC will perform the following tasks:

- Develop initial design(s) for stream alignment, off-line detention within HOA property, stormwater conveyance transitions to the stream, and construction access considerations.
- Meet with City staff to go over initial project findings, so the design approach can be approved.
- Consultant to submit one set of Preliminary Plans for City review and approval (electronic submittal acceptable).
- Proceed with preparing the ROW plans after receiving comments back from City on the Preliminary Plans.
- Prepare draft permit applications for a City of Franklin grading permit and for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (this will include preparation of a preliminary Erosion Prevention and Sediment Control (EPSC) plan, Storm Water Pollution Prevention Plan (SWPPP), and Notice of Intent (NOI)), and a General Aquatic Resource Alteration Permit (ARAP) application and Corps of Engineers Nationwide Permit #27 application. TDEC schedule for the General ARAP for Stream Restoration expires in June 2015. It is unsure if TDEC will have the new General ARAP ready by that time and if so this project may have to be permitted through the Individual permit process requiring public notice.

- CEC to coordinate with the State Historic Preservation Office (SHPO) and the Tennessee Division of Archaeology for clearance (a cultural resources survey is not proposed as part of this scope).
- Identify ROW/Easement acquisition needs.
- Preliminary Hydraulic Design – CEC will delineate the watershed to the subject reach and perform hydraulic analysis using HEC-RAS in order to determine the design shear stresses, estimated depths of flow for various return interval storms, and other pertinent information. The design goal will be to not adversely impact property owners with increased water levels due to the proposed restoration.
- Preliminary Landscaping Design – CEC will coordinate with the City's Landscape Architect to develop a plan that seeks to balance riparian benefit with aesthetic qualities requested by the residents in the area. Larger specimen trees will be specified to replace lost trees.
- Preliminary ROW Plan Review/Utility Coordination – One full-size set of ROW Plans for each utility's use (electronic copies may be accepted based on the utility) and one full-size set, one half-size set, and an electronic copy of ROW Plans for City review.
- ROW Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Property Map with Acquisition Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, X-Sections (minimum every 50').
 - Prepare preliminary quantities and cost estimate
- Hold/Attend one preliminary utility coordination meeting (CEC has estimated a cost of \$950 per utility coordination meeting).
- Prepare exhibits for Public Hearing.
 - Two Sets of ROW Plans, Display Boards, and Presentation
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public).
- Incorporate comments and changes into ROW Plans and finalize ROW Plans.
- CEC will submit one full-size set, one half-size set, and an electronic copy (PDF and CADD) of finalized ROW Plans.

3.6 Easement Documents and Field Staking

- Legal descriptions and exhibits (CEC assumes 25 easement documents will be necessary for the properties along the stream and two along a proposed HOA-owned access where the HOA property narrows).
 - Descriptions and exhibits to be printed on 8 ½" x 11" paper (one tract per page)
 - Exhibits to show existing and proposed features, property lines, existing ROW
 - Field staking of up to 25 easements on three trips included.

3.7 Construction Plans Preparations

CEC will perform the following tasks:

- Finalize Design and Prepare Plan Specifications
 - Incorporate special conditions from preliminary plan development task.
 - Calculate final quantities and cost estimate.
 - Prepare erosion prevention and sediment control plans.
 - Prepare general notes.
 - Finalize water quality permit applications (this task will include water quality type permits such as the Aquatic Resource Alteration Permit application, the Corps of Engineer's permit applications, the NOI and SWPPP, and the Franklin Grading Permit application).
- Final Hydraulic Design – CEC will finalize the HEC-RAS model of Jordan Branch in order to determine the design shear stresses, estimated depths of flow for various return interval storms, and other pertinent information.
- Construction Plan Review – one full-size set of construction plans for each utility's use (electronic copies may be accepted based on the utility) and one full-size set, two half-size sets, and an electronic copy of construction plans for City review.
- Construction Plan Sets may include, but are not limited to: Title Sheet, Typical Sections, Quantities, Property Map with Acquisition/Easement Table, Present Layout, Proposed Layout, Proposed Profile, Utility Layout, Erosion Control, General Notes, X-Sections (~ every 50'), and Details.
- Final utility coordination meetings (if necessary).
- Prepare exhibits for second Public Hearing.

- Two Sets of Construction Plans, Display Boards, and Presentation
- Hold/Attend Public Hearing (CEC understands that the City will advertise and hold the meeting and that CEC will provide the exhibits and attend to answer questions posed by the public). CEC will provide copies of the easement documents at this meeting and anticipates that the field staking of the easements will have been accomplished before this meeting. In this way, the City may be able to secure a portion of the easements from the affected residents at the meeting.
- Incorporate comments and changes and finalize plans.
- Finalize the City of Franklin grading permit application and a Notice of Intent (NOI) and SWPPP for coverage under the Tennessee Construction General Permit for Storm Water associated with Construction (applicable permit application fees are assumed to be waived for the City grading permit; State permit fees are assumed to be paid by the City of Franklin and have not been included in the costs for this proposal).
- Submit permit applications (permit fees paid by City or reimbursed if CEC is asked to pay them).
- CEC to submit one full-size set, one half-size set and an electronic copy (PDF and CADD) of Finalized Construction Plans and Specifications.

Note: CEC will attend status update and other necessary meetings during the life of the Project and has estimated five meetings in addition to those specifically listed above in Tasks 3.4 through 3.7 for the purposes of providing a cost schedule with this proposal. CEC will maintain an updated schedule of project tasks and will submit this via email monthly (or as requested by the City).

Given the number of stakeholders involved on this project and the potential for the schedule being drawn out, CEC has not included the cost for bidding assistance, construction oversight, or warranty documentation at this time. CEC will provide additional scope and estimated costs if requested.

4.0 SCHEDULE

CEC can begin work within two weeks of receiving your authorization to proceed.

5.0 COST

Our not-to-exceed costs are based on the scope of services described above and will be billed on a Time & Materials (T&M) basis. If CEC encounters conditions that require additional services

and costs beyond what is presented in the proposal, CEC will provide a written revised scope of services and revised costs for the City of Franklin's approval prior to proceeding. The estimated cost to perform the scope of services outlined above is provided below:

Task	Not-to-Exceed Cost
3.4 Project Survey/Scoping/Functional Layout	\$31,300
3.5 Preliminary & ROW Plans Preparation	\$26,200
3.6 Preparation of 25 easement descriptions and exhibits and field staking	\$22,200
3.7 Construction Plans Preparation	\$17,400
Total	\$97,100

Invoicing of professional services will be in accordance with the attached fee schedule. ~~Reimbursable expenses, including subcontracted services, are included in our estimated costs and will be invoiced according to the attached fee schedule.~~

6.0 CLOSING

CEC appreciates the opportunity to submit this proposal to you. We believe the scope of services outlined will address the City of Franklin's needs in a cost effective manner. If you have any questions or comments, please call me at (615) 333-7797.

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Steven E. Casey, P.E., CPESC
Senior Project Manager



Jeff Duke, PWS, CPESC
VP Ecological Services

cc: Jeff Willoughby, jeff.willoughby@franklintn.gov
Jonathan Marston, jonathan.marston@franklintn.gov

Enclosures



May 7 2015

Mr. Paul Holzen, P.E. LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Holzen

Subject: Proposal for Professional Services
Archaeological Consultation Services
Jordan Branch/Spencer Creek Project
City of Franklin, Williamson County, Tennessee
CEC Project 140-624

Civil & Environmental Consultants, Inc. (CEC) presents for your consideration our proposal to provide the City of Franklin (Franklin) with professional services for archaeological consultation services.

1.0 PROJECT UNDERSTANDING

This proposal was based on the following:

- The Client communication that archaeologically sensitive areas have been identified in the project vicinity;
- YouTube video of prior archaeological investigation of the area;
- CEC staff's previous experience on similar stream stabilization and restoration projects.
- CEC staff's previous experience conducting archaeological investigations at prehistoric archaeological sites.

The overall goal of the stream bank stabilization project is defined in the CEC scope for that phase of work, and will not be reiterated here. The issue to be addressed by this scope of work is the presence of significant prehistoric archaeological resources in the immediate vicinity of the stream restoration project. CEC was provided with information indicating that the Tennessee Department of Archaeology (TDOA) conducted an excavation of a mastodon and associated prehistoric tools in 2010. Other previous archaeological excavations were conducted in the area in the 1970s and 1990s, both of which recovered mastodon remains. The location of the 2010 excavation abuts the current project area. This indicates that there is a high likelihood of additional significant archaeological resources within the project area. Because of the extremely sensitive and rare nature of these resources, CEC is recommending that coordination occurs with the TDOA and with the Lead Federal Agency, the US Army Corps of Engineers (USACE) prior to the development of a testing strategy. The standard techniques that are employed for Phase I

and even Phase II archeological investigations would be inadequate to identify the known resources at this location. Evidence indicates that the resources are between eight and twelve feet below the current ground surface. Our recommendations are outlined in the following sections and include Archival Research, Resource Agency Consultation, and Work Plan Development.

2.0 ARCHIVAL RESEARCH

It is suggested that the first task would be to examine the existing literature regarding the previous work in the project vicinity. It is anticipated that documents on file at the TDOA and Tennessee State Historic Preservation Office (SHPO) will provide a better understanding of what has been done at the site or sites in the area, what was found, and provide a framework to develop testing strategies that can be applied to the current project. The information gathered will also provide crucial information for subsequent discussions with the resource agencies. It is necessary to visit the TDOA facility in-person to complete the archival research. CEC will prepare a short summary of this research and provide it to the city and resource agencies prior to the proposed meeting. The data can be incorporated into the Work Plan and later reports, as needed.

3.0 RESOURCE AGENCY CONSULTATION

CEC is proposing to hold a resource agency consultation meeting to discuss the results of the archival research, observe the current conditions of the stream (as was done in November 2014, but with additional agencies present), the area proposed for bank stabilization, the proposed detention areas, and preliminary discussion of the public involvement that will be associated with a project of this nature. The agencies represented should include the USACE archaeologist and regulatory project manager, the TDOA, the City of Franklin, and CEC representatives. It may be beneficial to have the TDEC and additional USACE staff attend to discuss a coordinated approach to the work.

Discussions with the TDOA and the USACE archaeologist and regulatory project manager will focus on what field techniques may be most effective at identifying the cultural horizons within the project area. The purpose of the meeting is to come away with practicable techniques that can be used to identify where remains may be within the proposed project area. It is possible a combination of stream bank profiling, limited excavations into the stream banks, or other relatively limited fieldwork may be possible, however, it is equally possible TDOA or the USACE will want a more traditional block excavation of some areas. This would involve large-scale excavation to a depth similar to previous excavation: 8–12 ft.

4.0 WORK PLAN DEVELOPMENT

Subsequent to the agency consultation meeting, CEC will prepare a Work Plan for the project, outlining the techniques that will be used to investigate the project area, and the goals associated with each technique. The Work Plan will also provide man hour justification for the work to be undertaken.

5.0 ESTIMATED COSTS

The following estimated costs are presented to complete the Archival Research, Agency Coordination meeting, and prepare a Work Plan, based on our current understanding of the project. The overall scope of CEC's services may have to be modified as the project progresses. We will promptly notify Franklin if additional CEC services and costs are required.

Total Estimated Cost-Archival research, Agency Coordination, and Work Plan.....\$9,845

~~Our Standard Schedule of Terms and Conditions already in place for the current project (140-624) will apply to this work. Any changes to the agreement must be agreed to in writing by both parties prior to your authorization to proceed. Your oral or written authorization to proceed will form a binding contract and indicates your acceptance of our proposal.~~

6.0 SCHEDULE

CEC can initiate work on this project upon your notice to proceed (NTP). Because of time constraints, this proposal serves as our work plan for the project. The first task will be to conduct the archival research which will be contingent on when an appointment can be arranged with the TDOA. CEC will attempt to schedule the Agency meeting within two weeks of the completion of the Archival Research; however this will be contingent on Agency availability. CEC can have the Work Plan prepared within four weeks of the Agency meeting. This schedule can be revised during contract negotiation, if CEC is awarded the contract.

7.0 CLOSING

CEC appreciates the opportunity to assist Franklin with this archaeological investigation. Please contact us at 877-746-0749 or bhillen@cecinc.com or jsnyder@cecinc.com if you have any questions regarding this proposal.

Very truly yours,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.



Jim Snyder, MA, RPA
Archaeological Principal Investigator



Luella Beth Hillen
Principal

Fee Schedule

January 1, 2015 through December 31, 2015

PROFESSIONAL SERVICES

Classification	Rate/Hour
Vice President.....	\$220
Principal	\$205
Senior Project Manager	\$180
Project Manager III	\$155
Project Manager II	\$145
Project Manager I	\$135
Assistant Project Manager	\$110
Project Consultant / Geologist / Hydrogeologist / Biologist / Scientist	\$100
Staff Consultant / Geologist / Hydrogeologist / Environmental Specialist	\$95
CAD Designer.....	\$90
Draftsperson / CADD Operator.....	\$65
Senior Field Technician.....	\$80
Construction Observer / Environmental Technician	\$78
Senior Land Surveyor	\$140
Project Land Surveyor / GPS Specialist.....	\$100
Survey Technician IV	\$83
Survey Technician III	\$78
Survey Technician II	\$70
Survey Technician I	\$63
Administrative Assistant	\$65
Administrative Manager	\$73

~~DIRECT EXPENSES~~

Company or Personal Automobile Mileage	\$0.56 /mile*
Computer / CADD Usage	\$15/hour
Other Travel Related Expenses	Cost plus 10%
Printing and Reproduction	Cost plus 10%
Telephone and Shipping	Cost plus 10%
Miscellaneous Services.....	Cost plus 10%

~~SUBCONTRACT SERVICES~~

~~Services @ Cost Plus 12%~~

* Will be modified to current IRS Rate

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0096**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Civil & Environmental Consultants, Inc (CEC)**, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering related technical services and survey services, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

Jordan Branch/Spencer Creek Restoration Project

1. SCOPE OF SERVICES. Consultant shall provide engineering related technical services and survey services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed ONE HUNDRED SIX THOUSAND NINE HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$106,945.00)
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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- of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
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- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

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- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 **TRAVEL; EXPENSES**
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ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be

exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation 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.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2015-0087**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Barge Waggoner Sumner & Cannon, Inc. (BWSC)**, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering related technical, survey services, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

Parkview Drainage Improvements Study

1. **SCOPE OF SERVICES.** Consultant shall provide engineering related technical services and survey services for the Project in accordance with the Scope of Work. The Scope of Work as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed **FOURTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$48,750.00)**
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 2015.

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

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- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be

exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation 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.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

March 19, 2015
File No. 9301110

Mr. Paul Holzen, Director of Engineering
CITY OF FRANKLIN
Department of Engineering
109 3rd Avenue South
Franklin, Tennessee 37064

RE: PARKVIEW DRAINAGE IMPROVEMENTS STUDY

Dear Mr. Holzen:

Barge Waggoner Sumner & Cannon, Inc. (BWSC) encloses the details of our scope of work (Attachment A) for the project named above.

This proposal was prepared based on my understanding of the project description. If we have not fully addressed your project requirements, or if you have any other questions regarding the proposal, please advise me immediately by calling 615-252-4232.

BWSC can also provide additional services not included in this scope and can amend the document as necessary for this purpose.

BWSC will work with you to determine the project schedule once you are ready to start work.

It is my understanding that you will forward an agreement for us to execute, and my assumption that this scope of work will be incorporated in the agreement.

We appreciate the opportunity to work with the City and look forward to a successful project.

Sincerely,



Charlie Smith, PE
Nashville Civil Group Manager

9300003\Franklin Drainage Study_150223_rev2.docx

ATTACHMENT A

**CITY OF FRANKLIN
PARKVIEW DRAINAGE IMPROVEMENTS STUDY
FEBRUARY 23, 2015**

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Assumptions
- IV. Additional Services
- V. Time of Performance
- VI. Owner's Responsibilities
- VII. Deliverables
- VIII. Compensation

I. Project Description

The City of Franklin desires to reevaluate the Parkview Drainage Improvements Study completed in 1995. The purpose of conducting the study is to investigate the hydrology and hydraulics involved with the installation of a storm sewer system to serve the Parkview area and alleviate flooding in the area. The project consists of preparing a report for the approximate 50-acre area that documents the assessment of existing conditions and options of piping, along with detention for the area that can achieve project objectives. The report will also examine the probable cost of alternatives and evaluate construction phasing.

II. Scope of Services

Barge Waggoner Sumner & Cannon, Inc., proposes the following Scope of Services.

- A. Review of existing data. This review will include the 1995 report and any additional calculations available, the City's GIS data, City design standards and regulations, and any public works records for flooding reports or complaints.
- B. Conduct site visit. After a review of existing data, BWSC will make a site visit to the area and meet with City staff. The purpose of the meeting would be to refine objectives for the project, identify project constraints, and discuss potential solutions to be evaluated.

- C. Conduct limited site survey. Data collected will include inverts and cross-culvert pipe sizes at a few key locations to assist in developing routing alternatives. This work will not constitute a complete design survey. A design-level survey will need to be conducted after this study is completed in order to implement study recommendations.
- D. Perform hydrology study. Based upon current land uses and soil data, BWSC will prepare a hydrology study for the area to produce flooding hydrographs and/or peak flow rates for storm events to be evaluated. Based on the fact that the area under study is existing development (as opposed to new development); we propose to study the 2-, 10-, and 25-year design storm events. An exception to this would be any proposed detention analysis, which would also include the 50- and 100-year design-storm events.
- E. Develop hydraulic model. After flood flows have been developed, BWSC will prepare a hydraulic model for the system that will be used to examine potential detention basin options, as well as options and sizing for routing of stormwater flow to the Harpeth River.
- F. Prepare summary report. BWSC will prepare a summary report with findings from the hydrology and hydraulic study, along with recommended solutions. The report will also contain opinions of probable cost for the options studied.
- G. After the report has been prepared and reviewed by the City, BWSC will meet with the City to discuss phasing constraints for the preferred alternative.
- H. BWSC will develop a phase plan for the stormwater elements identified in the report, in conjunction with other improvements being constructed in the area by the City. Plan to include:
 - 1. Proposed stormwater improvements
 - 2. Proposed coordinated water and sanitary system improvements
 - 3. Proposed coordinated roadway and sidewalk improvements
 - 4. Other utility relocations
 - 5. Impacts to Right-of Way
 - 6. Impacts to traffic during construction
 - 7. Impacts to/coordination with other potential improvements along Harpeth River, including:
 - a. Water quality
 - b. Bikeway/greenway/riverwalk
 - c. Recreational boat use of the river
 - d. Other development in the vicinity of the proposed discharge location
 - 8. Identification of permitting issues and coordination required for proposed improvements
 - 9. Total cost of improvements

- I. BWSC will meet City staff and present a draft final report to the City.
- J. Refine plan per staff comments
- K. Deliver final study and phasing plan to the City.

III. Assumptions

BWSC will provide the above-noted services based upon a given set of assumptions, as follows.

- A. City of Franklin GIS data and public works records will be available for use in the study.
- B. No specific software is required by the City.
- C. The City will contact homeowners if necessary.
- D. Williamson County Soil Maps will be used for documenting soil types.
- E. BWSC's fee is based upon studying two alternatives for new storm sewer alignment and two alternatives that are a combination of new storm sewer alignment and the use of existing storm sewer capacity.

IV. Additional Services

- A. BWSC is available to provide additional services as requested by client as needed.
- B. Additional services can be added to this Scope of Services by amendment and equitable adjustment in fee, based on BWSC's hourly rate schedule provided as Exhibit A.

V. Time of Performance

BWSC is prepared to begin work shortly after receipt of a signed professional services agreement or written authorization to proceed. We anticipate completion of a draft report within 60 days of authorization to proceed. A final report will be delivered within 30 days of meeting with the City to receive comments on the draft.

VI. Owner's Responsibilities

BWSC strives to work closely with our clients. In order for the project team to function efficiently, certain information is needed to be provided by the Owner and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

- A. The City staff will be available to answer questions and provide necessary collaboration to facilitate identification of project constraints and objectives.

VII. Deliverables

The following is a list of probable deliverables that will be produced as part of this effort that will be included in a summary report for the Parkview Area Drainage Improvements.

- A. Hydrologic calculations for the basin
- B. Drawing showing the options evaluated as part of the study
- C. Hydraulic calculations package
- D. Drawing showing the phasing plan for the preferred alternative
- E. Preliminary opinions of probable cost for the plan phases

VIII. Compensation

The compensation to be paid to BWSC for providing the requested services shall be as follows.

Method of Compensation	Hourly not to exceed
Total Fee	\$ 48,750

EXHIBIT A

**SCHEDULE OF
STANDARD CHARGES**

HOURLY-RATE BASIS

Hourly Rates:

Principal Engineer, Planner, or Architect	\$170 to	\$280
Professional Engineer, Planner, Architect, Landscape Architect, or Land Surveyor.....	100 to	180
Graduate Engineer, Planner, or Architect.....	70 to	130
Designer or Technician	60 to	120
Drafter, Administrative Assistant, etc.....	50 to	100
Construction Representative	50 to	100
Surveyor	30 to	80

Outside services contracted for a specific project, such as professional and technical consultants, laboratory testing, reproduction, photography, etc., will be invoiced at the amount of the subcontractor's statement plus 15 percent.

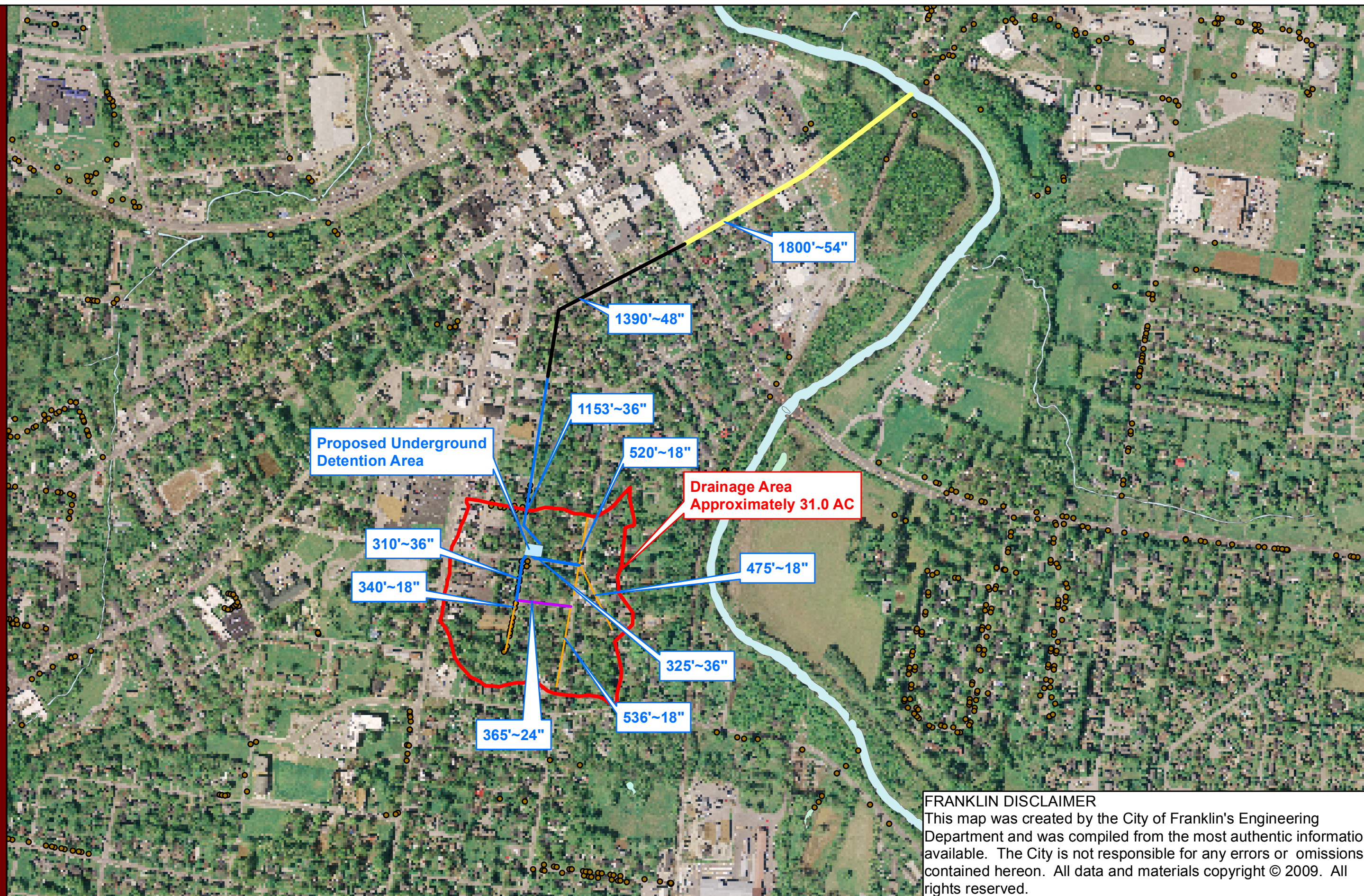
Other expenses which are properly chargeable to the work will be invoiced as follows:

- a. Travel by company or private vehicle at the IRS approved standard mileage rate.
- b. In-house printing, reproduction, and photography charges at commercial rates.
- c. Travel and living expenses for all personnel when required to be away from headquarters in connection with the work at cost.

Invoices will be issued on a monthly basis.

NOTE: The average three-member survey crew rate ranges from \$140 to \$200 per hour, depending upon the mix of personnel used.

Effective October 2011



RESOLUTION 2015-17

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2014-0272) TO LAYNE INLINER IN THE AMOUNT OF \$1,411,950.00 FOR THE ANNUAL ON-CALL SANITARY SEWER AND MANHOLE REHABILITATION PROJECT

WHEREAS, the Annual On-Call Sanitary Sewer and Manhole Rehabilitation Project is a project identified by the City of Franklin to facilitate ongoing renewal of infrastructure; and

WHEREAS, the construction of the Annual On-Call Sanitary Sewer and Manhole Rehabilitation Project generally includes the labor, materials and equipment necessary for sanitary sewer and manhole rehabilitation to be constructed under the General Requirements and Technical Specifications for the Water Management Department; and

WHEREAS, on January 22, 2015, sealed bids were received in the office of the City Engineer, City Hall, 109 3rd Avenue South, Franklin, Tennessee 37065 and were publicly opened and read aloud for the Annual On-Call Sanitary Sewer and Manhole Rehabilitation Project (COF Contract No. 2014-0272); and

WHEREAS, City Staff recommends awarding the construction contract (COF Contract No. 2014-0272) to Layne Inliner, who is the low bidder based on the unit amounts provided in the bid documents for a comparison competitive bid process at a cost of One Million Four Hundred Eleven Thousand Nine Hundred Fifty and No/100 Dollars (\$1,411,950.00); and

WHEREAS, the annual funding amount to be authorized for expenditure in association with COF Contract No. 2014-0272 shall be approved by the Board of Mayor and Aldermen as part of the Water Management Department's Annual Budget; and

WHEREAS, contract unit prices shall be for a one-year period starting July 1, 2015 (FY 2016), at which time the City of Franklin may elect to extend the contract for a one-year period provided Layne Inliner agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third year upon approval by the City of Franklin Board of Mayor and Aldermen provided Layne Inliner agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to Layne Inliner for the Annual On-Call Sanitary Sewer and Manhole Rehabilitation Project (COF Contract No. 2014-0272) in the amount of One Million Four Hundred Eleven Thousand Nine Hundred Fifty and No/100 Dollars (\$1,411,950.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Director of Water Management Department is hereby authorized to review and approve the spending of all project funds included in the bid and to award the construction contract for the Annual On-Call Sanitary Sewer and Manhole Rehabilitation Project (COF Contract No. 2014-0272).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

Dr. Ken Moore
Mayor

Approved as to Form

By:_____

Shauna R. Billingsley, City Attorney

RESOLUTION 2015-18

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO 2014-0273) TO FIRST RESPONSE IN THE AMOUNT OF \$459,310.00 FOR THE ANNUAL ON-CALL SANITARY SEWER CLEANING AND INSPECTON PROJECT

WHEREAS, the Annual On-Call Sanitary Sewer Cleaning and Inspection Project is a project identified by the City of Franklin to facilitate regular maintenance on the sanitary sewer infrastructure; and

WHEREAS, the construction of the Annual On-Call Sanitary Sewer Cleaning and Inspection Project generally includes the labor, materials and equipment necessary for cleaning and inspection of existing sanitary sewers under the General Requirements and Technical Specifications for the Water Management Department; and

WHEREAS, on January 22, 2015, sealed bids were received in the office of the City Engineer, City Hall, 109 3rd Avenue South, Franklin, Tennessee 37065 and were publicly opened and read aloud for the Annual On-Call Sanitary Sewer Cleaning and Inspection Project (COF Contract No. 2014-0273); and

WHEREAS, City Staff recommends awarding the construction contract (COF Contract No. 2014-0273) to First Response, who is the low bidder based on the unit amounts provided in the bid documents for a comparison competitive bid process at a cost of Four Hundred Fifty-Nine Thousand Three Hundred Ten and No/100 Dollars (\$459,310.00); and

WHEREAS, the annual funding amount to be authorized for expenditure in association with COF Contract No. 2014-0273 shall be approved by the Board of Mayor and Aldermen as part of the Water Management Department's Annual Budget; and

WHEREAS, the contract unit prices as bid shall be for a one-year period starting July 1, 2015 (FY 2016), at which time the City of Franklin may elect to extend the contract for a one-year period provided First Response agrees to the extension; and

WHEREAS, the contract unit prices may be extended for a third year upon approval by the City of Franklin Board of Mayor and Aldermen provided First Response agrees to the extension.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that approval is granted for the bid award to First Response for the Annual On-Call Sanitary Sewer Cleaning and Inspection Project (COF Contract No. 2014-0273) in the amount of Four Hundred Fifty-Nine Thousand Three Hundred Ten and No/100 Dollars (\$459,310.00).

BE IT FURTHER RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE that the City Engineer or the Director Water Management Department is hereby authorized to review and approve the spending of all project funds included in the bid and to award the construction contract for the Annual On-Call Sanitary Sewer Cleaning and Inspection Project (COF Contract No. 2014-0273).

IT IS SO RESOLVED AND DONE on this ____ day of _____, 201__.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

Dr. Ken Moore
Mayor

Approved as to Form

By:_____

Shauna R. Billingsley, City Attorney

City of Franklin, Tennessee

Tabulation of Bids*

Purchasing Office Solicitation No.: 2015-031 (re-coat Ash Drive water storage tank)						
Notice to Bidders published in the <i>Williamson Herald</i> on: 4/2/15						
Number of vendors that were notified of / that responded to this solicitation for bids: 19 / 7						
Date and time bids due and publicly opened: 4/21/15 2:00 PM						
Present at opening of bids: Tom Williams of TNEMEC; Harvey Smithson and Mark Hilty of the City of Franklin Water Department; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered: 5/26/15						
Bids received from:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total delivered bid price, per unit:	Payment terms:	Estimated time of completion of project ARO:	Bid and bid pricing is valid through:
Kanilli Enterprises, Inc. 3060 Highway 49W Pleasant View, TN 37146 Michael S. Werner, President 615/416-4239 michaelwerner@kanilli.com	Yes	Bidder takes no exceptions	\$48,500.00	Net 30 days	90 days	07/31/15
Pittsburg Tank & Tower Maintenance Co., Inc. 1 Watertank Pl PO Box 1849 Henderson, KY 42419 Patrick Heltsley, VP Specialty Projects 270/869-9400 ext. 253# pheltslev@watertank.com	No; missing: description of manufacturer's warranty for applied products.	Bidder takes no exceptions	\$179,568.00	Net 30 days	60 days	06/30/15
Scott I. Enterprises, Inc. 513 Calderwood Highway Maryville, TN 37801 William Arts, PM / Qualifying Agent 404/804-5661 Arts.Bill@gmail.com	No; missing: description of manufacturer's warranty for applied products; description of contractor's guarantee.	Bidder takes no exceptions	\$67,200.00	Net 30 days	30 days	06/30/15
Southern Star Construction, LLC PO Box 133 Signal Mountain, TN 37377-0133 Christine Catchpole, Officer / Manager 561/523-1760 southernstarconstructiontn@gmail.com	No; missing: description of contractor's guarantee; CoF Std T's & C's with vendor's contact info.; Affidavit of Non-Collusion; Affidavit of Title VI Compliance.	Bidder takes no exceptions	\$47,000.00	Net 30 days	21 days	30 days
Utility Service Co., Inc. 535 Courtney Hodges Blvd. Perry, GA 31069 Jonathan Cato, VP of Tank Services 478/987-0303 jcato@utilityservice.com	Yes	No / 1 (12.1.9.4 insurance requirements for subcontractors)	\$81,000.00	Net 30 days	60 days	09/21/15
Williams Restoration & Waterproofing, Inc. 141 Jones Blvd. LaVergne, TN 37086 Brad Williams, Project Manager 615/793-7333 brad@williamsrestorationtn.com	No; missing: description of contractor's guarantee; specifications marked as to compliance; minimum of three references; photocopy of contractor's license.	Bidder takes no exceptions	\$86,984.00	Net 30 days	90 days	06/30/15
WW Masonry Restoration and Waterproofing 718 Thompson Lane, Suite 108-245 Nashville, TN 37204 Greg Wall, Project Manager 615/785-0268 gwall4@outlook.com	Yes	Bidder takes no exceptions	\$44,363.00	Net 30 days	30 days	06/30/15

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. 2015-0114)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and WW Masonry Restoration and Waterproofing of Nashville, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on April 2, 2015 Purchasing Office Solicitation No. 2015-031, a procurement solicitation for bids to re-coat the concrete exterior of the Ash Drive two million gallon water storage tank, (b) on April 14, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-031, and (c) on April 16, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2015-031 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated April 17, 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. VENDOR has now also submitted a 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.
4. 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, or the supply, delivery and acceptance of the ordered products and/or services, 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.
5. 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, or the supply, delivery and acceptance of the ordered products and/or services, 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.
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 in its SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR.

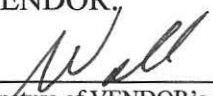
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0114)

8. CITY awarded on May 26, 2015 and now desires to retain VENDOR for the specified project, pursuant to SOLICITATION and SUBMITTAL.
9. 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:

Project Mgr.

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. 2015-0114)

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.: 2015-031

Vendor's name, street address, and mailing address:	<i>Waterproofing</i> NW Masonry Restoration and 718 Thompson Lane, Suite 108-245 Nashville, TN 37204
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Greg Wall, Proj Mgr. 615-785-0268 gwall4@outlook.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 labor, materials and means necessary to complete specified project:	\$ <u>44,363.⁰⁰</u>
Estimated time of completion of project:	<u>30</u> days after receipt of order.
Duration of manufacturer's warranty for all applied products:	<u>One Year</u>
Duration of contractor's guarantee:	<u>One Year</u>
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 June 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>June 30, 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.

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.: 2015-031

Waterproofing

Vendor's name:	<u>WW Masonry Restoration and</u>
If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	☒ Yes. ☐ No.
Are the following components included with this Bid Submittal Form in the bid submittal? ☒ Detailed vendor-supplied description of bid products and services; ☒ Description of the manufacturer's standard warranty for all applied products; ☒ Description of the contractor's guarantee; ☒ 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; <i>NONE</i> ☒ City of Franklin Affidavit of Non-Collusion, executed in full; ☒ City of Franklin Affidavit of Title VI Compliance, executed in full; ☒ If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; ☒ if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and ☒ Two (2) complete duplicate sets 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).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1 (one)</u> received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of bidder's authorized representative: I have received 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.	<u><i>Wall</i></u> (signature)
Title of bidder's authorized representative:	<u>Project Manager</u>
Date of signature:	<u>4/17/2015</u>

City of Franklin Specifications

WW Agrees

Purchasing Office Solicitation No.: 2015-031

1. Solicitation identified: These specifications apply to the following procurement:
re-coat concrete exterior of Ash Drive two million gallon water storage tank

Purchasing Office Solicitation No.: 2015-031

2. Notice to Bidders publication date: April 2, 2015
3. Solicitation release date: April 2, 2015
4. Optional* pre-bid access to jobsite: no later than April 13, 2015
*PLEASE NOTE: Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 13, 2015. Appointments may be scheduled by contacting City of Franklin Water Management Department Service Divisions Superintendent Harvey Smithson (E: harveys@franklinton.gov; T: 615-794-4554).
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: April 14, 2015, 2:00 p.m. Central Time
6. Bids submittal deadline and scheduled opening: April 21, 2015, 2:00 p.m. Central Time
7. Tentative date of release of City's tabulation of bids received and notice of intent to award: May 8, 2015
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: May 26, 2015
9. 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 re-coat the concrete exterior of the City's Ash Drive two million gallon water storage tank as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
10. 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.: 2015-031

- 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.

11. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to 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.
- 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

- 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:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin Specifications
Purchasing Office Solicitation No.: 2015-031

12. 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.

12.1. General:

- 12.1.1. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.
- 12.1.2. C A City of Franklin permit is not required for this project.
- 12.1.3. C Bidder is responsible for making all measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.1.4. C Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.
- 12.1.5. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.1.6. C Bidder shall include in its pricing unloading or offloading and deposit at the jobsite of tools, equipment, supplies, materials and other items required to complete the project.
- 12.1.7. C Bidder shall provide any labor and equipment necessary to unload or offload such deliverables 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.

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City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

12.1.8. C Delivery shall be made between the hours of 7:00 a.m. and 4:00 p.m. Monday through Friday except holidays observed by the City.

12.1.9. Insurance requirements:

12.1.9.1. 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 include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
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

12.1.9.2. 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.

12.1.9.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of 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.

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City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

12.1.9.4. 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.

12.2. C **Project:**

12.2.1. C The jobsite is the City water storage tank located at 234 Ash Drive, Franklin, Tennessee 37064. The tank is located off Ash Drive and accessed by means of a gravel drive. A tank location map is attached as Appendix No. 1 to this procurement solicitation. The jobsite is secure and requires authorized entry.

12.2.2. C Recoat the exterior of the City concrete water storage tank located at the jobsite.

12.2.3. C The ground-level pre-stressed concrete reservoir tank was built in 1989 by Crom Tank Co. The tank has a normal storage capacity of 2 million gallons and is 48 feet tall and 84 feet in diameter.

12.2.4. C Photographs of the water storage tank are included in a January 26, 2012 inspection report for this tank. A copy of this report, Appendix No. 2 to this procurement solicitation, is available upon request made to the City of Franklin Purchasing Office (E: purchasing@franklintn.gov; T: 615-550-6692).

12.2.5. C All material delivered to jobsite shall be in original sealed and labeled containers of the paint manufacturer.

12.2.6. C Environmental Conditions: Coatings shall be applied during adequate coating weather. Air and surface temperatures shall be within limits prescribed by the manufacturer for the coating being applied, and work areas shall be reasonably free of airborne dust at the time of application and while coating is drying.

12.2.7. C Samples:

12.2.7.1. C Prepare twelve (12") inch by twelve (12") inch samples of each color and finish when requested by City. When possible, apply finishes on identical type materials to which they will be applied on job.

12.2.7.2. C Identify each sample as to finish, formula, color name and number, and sheen name and gloss units.

12.2.8. C Maintenance materials:

12.2.8.1. C Leave on premises, where directed by City, not less than one (1) gallon of each color used.

12.2.8.2. C Containers to be tightly sealed and clearly labeled for identification.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

- 12.2.9. C Delivery, storage and handling:
- 12.2.9.1. C Deliver paint materials in sealed original labeled containers, bearing manufacturer's name, type of paint, brand name, color designation, and instructions for mixing and/or reducing.
- 12.2.9.2. C Provide adequate storage facilities. Store paint materials at minimum ambient temperature of 45 degrees Fahrenheit in well ventilated area.
- 12.2.9.3. C Take precautionary measures to prevent fire hazards and spontaneous combustion.
- 12.2.9.4. C Under no circumstances shall material be stored on the ground.
- 12.2.10. Protection:
- 12.2.10.1. C Adequately protect other surfaces from paint and damage. Repair damage as a result of inadequate or unsuitable protection.
- 12.2.10.2. C Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or drippings from fouling surfaces not being painted and, in particular, surfaces within storage and preparation area.
- 12.3. C **Materials:**
- 12.3.1. C All materials specified herein are manufactured by the TNEMEC Co., Inc., or approved equal.
- 12.3.2. C Paints shall have good flowing and brushing properties and be capable of drying or curing free of streaks or sags.
- 12.3.3. C Colors, where not specified, shall be as selected by the City.
- 12.4. C **Execution:**
- 12.4.1. Inspection:
- 12.4.1.1. C Thoroughly examine surfaces scheduled to be painted prior to commencement of Work. Report in writing to City any condition that may potentially affect proper application. Do not commence until such defects have been corrected.
- 12.4.1.2. C Correct defects and deficiencies in surfaces which may adversely affect work of this section.
- 12.4.2. Application:
- 12.4.2.1. C Existing Tank Surface Preparation: Water blast at 2,500 PSI minimum with a minimum flow of 3 gallons per minute to remove all visible oil, dirt, mildew, laitance and efflorescence, loose and failing paint and other contaminates. Use of an environmentally approved, biodegradable detergent is permitted.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

- 12.4.2.2. C Mildew removal: Power wash with trisodium phosphate/water solution (0.25 lbs. of TSP per gallon of water) at 2,500 PSI at the nozzle. Rinse with clean tap water. After the surface has dried, wet the surface with a cold solution of water containing 200-ppm household bleach. Allow the bleach solution to remain on the surface until the surface is dry. Rinse with clean tap water.
- 12.4.2.3. C Fill hairline cracks less than 1/64 inch (.4 mm) wide by brushing Series 156 into them prior to applying Series 156 over the entire area to be coated.
- 12.4.2.4. C Crack Repair (as required): Cracks greater than 1/16" rout out and apply TNEMEC 218 MORTARCLAD flush to the surface.
- 12.4.2.5. C Alternate Method: Repair cracks wider than 1/8" using TNEMEC Series 152 TNEME-Tape as recommended by the manufacturer.
- 12.4.2.6. C All exterior repairs and patching will be completed prior to painting.
- 12.4.2.7. Contractor shall apply the following:
- 12.4.2.7.1. C Primer: Apply TNEMEC 151 ELASTO-Grip at 3.5 to 9.0 WET Mils.
- 12.4.2.7.2. C First Coat¹: Apply TNEMEC 156-Color ENVIRO-Crete at 6.0 to 8.0 mils DFT.
- 12.4.2.7.3. C Finish Coat¹: Apply TNEMEC 156-Color ENVIRO-Crete at 6.0 to 8.0 mils DFT.
- 12.4.3. Acceptance of Work:
- 12.4.3.1. C All surface preparation shall be approved by the City before primer is applied.
- 12.4.3.2. C Correct work that is not acceptable and request re-inspection.
- 12.4.4. C Clean-up: Remove and dispose of all rubbish or other unsightly material leaving the premises in pre-project condition.
- 12.4.5. Warranty:
- 12.4.5.1. C Bid pricing shall include manufacturer's standard warranty, to be for a minimum of one (1) year, for all applied products.
- 12.4.5.2. C Bidder shall supply a description of the manufacturer's standard warranty for all applied products along with the Bid Submittal Form.
- 12.4.5.3. C Duration of manufacturer's standard warranty for all applied products as bid shall be identified on the Bid Submittal Form.

¹ Roller application will require multiple coats to achieve the specified DFT.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-031

- 12.4.6. Guarantee:
- 12.4.6.1. C The contractor shall guarantee its work for a period of one (1) year from City acceptance to the extent that contractor shall repair any defects due to faulty workmanship or materials which may appear on the structure during this period.
- 12.4.6.2. C Bidder shall supply a description of the contractor's guarantee along with the Bid Submittal Form.
- 12.4.6.3. C Duration of contractor's guarantee shall be identified on the Bid Submittal Form.
- 12.4.6.4. C A first anniversary inspection shall be conducted.

[Handwritten signature]
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4/17/15

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City of Franklin Addendum No. 1 to
Purchasing Office Solicitation No.: 2015-031

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
re-coat concrete exterior of Ash Drive two million gallon water storage tank
Purchasing Office Solicitation No.: 2015-031
2. Notice to Bidders publication date: **April 2, 2015**
3. Solicitation release date: **April 2, 2015**
4. Optional* pre-bid access to jobsite: **no later than April 13, 2015**
***PLEASE NOTE:** Potential bidders may request to have access to the jobsite prior to preparing their bid but only by appointment no later than April 13, 2015. Appointments may be scheduled by contacting City of Franklin Water Management Department Service Divisions Superintendent Harvey Smithson (E: harveys@franklinton.gov; T: 615-794-4554).
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **April 14, 2015, 2:00 p.m. Central Time**
6. Addendum No. 1 release date: **April 14, 2015**
7. Bids submittal deadline and scheduled opening: **April 21, 2015, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of bids received and notice of intent to award: **May 8, 2015**
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **May 26, 2015**
10. Addendum:
In reference to the City of Franklin's April 2, 2015 Purchasing Office Solicitation No. 2015-031 to re-coat concrete exterior of Ash Drive two million gallon water storage tank, the City has been asked certain questions about the solicitation by one or more vendors who are potential bidders.

The purpose of this Addendum No. 1 is to announce to all interested vendors the City's responses to the questions that have been asked to date.

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-031

Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:

April 21, 2015, 2:00 p.m. Central Time, 2:00 p.m. Central Time

Below are the questions asked to date and the City's responses thereto:

Q1: Will the City provide water for this project?

A1: Yes, potable water is available at the job site and will be provided by the City at no charge for this project.

Q2: Are prevailing wages in effect for this project?

A2: No.

Q3: Is there a plan holder available?

A3: No.

Q4: Is there an Engineer's estimate for this project?

A4: No.

Q5: Completion days?

A5: Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

Q6: Any liquidated damages?

A6: No.

11. Acknowledge receipt of addendum: Bidders shall acknowledge receipt of this addendum on the Bid Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."

12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklin.tn.gov
Tel: 615/550-6692
Fax: 615/550-0079

13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

WW Masonry Restoration and Waterproofing, Inc.
718 Thompson Lane
Nashville, TN 37204

Vendor Description of Bid Products and Services

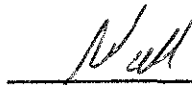
Products: 1.) Tnemec 218 Mortarclad 2.) Tnemec 152 Tname – Tape 3.) Tnemec 151 Primer or approved equal 4.) Tnemec 156 – first and finish coat or approved equal.

Services: Prepare surface per bid specifications, repair tank per bid specifications, and apply Tnemec coatings or approved equals per bid specifications.

Manufacturer's Warranty: One Year

Contractors Warranty: One Year

Contractor Exceptions: WW has no exceptions to this projects specifications.



Greg Wall

4.17.2015

Date



ELASTO-GRIP® FC 151-1051

or approved equal

PRODUCT PROFILE

GENERIC DESCRIPTION Waterborne Modified Polyamine Epoxy**COMMON USAGE** Penetrating, flexible and low-odor primer for sealing cementitious and other porous substrates. Also excellent as a tie-coat for specialized finishes over sound existing coatings.**COLORS** Green**FINISH** Matte

COATING SYSTEM

TOPCOATS Series 2H, 6, 30, L69, L69F, N69, N69F, V69, V69F, 84, 113, 114, 115, 156, 157, 158, 180, 181, 280, 1028, 1029

SURFACE PREPARATION

CRACKS Repair masonry as necessary with 152 tape. Refer to 152 product data sheet for additional details.**DRYWALL** Sand joint compound smooth and feather edge.**WOOD** Sand rough areas. Seal knots and pitch pockets. Fill cracks and nail holes after primer has cured.**PAINTED SURFACES** Remove old paint not tightly bonded to the surface. A test patch is recommended to determine compatibility of 151 over unknown previously-applied coatings.**ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants. Allow new concrete, plaster, stucco and masonry to cure for 14 days. Level protrusions and mortar spatter. Fill block with an appropriate masonry filler if a smoother appearance is desired.

TECHNICAL DATA

VOLUME SOLIDS 17.0 ± 2.0%**RECOMMENDED DFT** 0.7 to 1.5 mils (18 to 38 microns) per coat (non-absorbent substrates).**CURING TIME**

Temperature	To Touch	To Recoat
75°F (24°C) 50% Relative Humidity	1 1/2 hours	3 1/2 hours minimum 7 days maximum

If more than 7 days have elapsed after applying 151, apply a refresher coat before topcoating. Higher humidities and/or lower temperatures increase the cure time.

VOLATILE ORGANIC COMPOUNDS **Unthinned:** 1.46 lbs/gallon (175 grams/litre)**THEORETICAL COVERAGE** 273 mil sq ft/gal (6.7 m²/L at 25 microns). See APPLICATION for coverage rates.**NUMBER OF COMPONENTS** Two: Part A and Part B**PACKAGING** Five-Gallon Kit: Consists of 4.0 gallons of Part A in a 5-gallon plastic pail and a full filled gallon can of Part B. When mixed, yields five gallons (18.9L).
One-Gallon Kit: Consists of a partially filled one-gallon can labeled Part A and a partially filled quart can labeled Part B. When mixed, yields one gallon (3.79L).**NET WEIGHT PER GALLON** 8.58 ± 0.5 lbs (3.84 ± .11 kg) (mixed)**STORAGE TEMPERATURE** Minimum 35°F (2°C) Maximum 110°F (43°C)**SHELF LIFE** 24 months at recommended storage temperature.**FLASH POINT - SETA** N/A**HEALTH & SAFETY** Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

ELASTO-GRIP® FC | 151-1051

APPLICATION

COVERAGE RATES

One gallon will cover from 180 to 400 sq ft (16.7 to 37.2 m²). Highly porous or rough/irregular surface will reduce coverage. Application of coating below minimum or above maximum dry mil thickness recommended may adversely affect coating performance.

MIXING

Stir contents of the can marked Part A. Add the contents of the can marked Part B to Part A while under agitation. Continue agitation until the two components are thoroughly mixed. Do not use mixed material beyond pot life limits. Unused material must be kept tightly closed at all times.

THINNING

Not recommended.

POT LIFE

12 hours at 77°F (25°C)

APPLICATION EQUIPMENT

Airless Spray

Tip Orifice	Atomizing Pressure	Man'l Hose ID	Manifold Filter
0.013"-0.019" (330-485 microns)	2500-3000 psi (172-207 bar)	1/4" or 3/8" (6.4 or 9.5 mm)	60 mesh (250 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use short synthetic nap rollers for smooth surfaces. Use long synthetic nap rollers for rough surfaces.

Brush: Soft nylon or synthetic bristles.

SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 120°F (49°C)

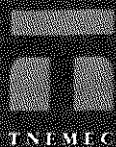
The surface should be dry and at least 5°F (3°C) above the dew point.

CLEANUP

Flush and clean all equipment immediately after use with warm, soapy water. Flush spray equipment with a final rinse of ethanol or isopropyl alcohol.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com



ENVIRO-CRETE® SERIES 156

or approved equal

PRODUCT PROFILE

GENERIC DESCRIPTION	Modified Waterborne Acrylate
COMMON USAGE	Flexible, breathable coating primarily for concrete and masonry that can fill and bridge minor hairline cracks. Excellent elastomeric protection against driving rain, alternate freezing-thawing and UV light. Series 156 can also be used as a low cohesive stress overcoat for aged oil or alkyl systems.
COLORS	Refer to Tnemec Color Guide. Series 156 is also available in 01AB Air Barrier Beige.
FINISH	Matte — Smooth
SPECIAL QUALIFICATIONS	Series 156 meets air barrier (A.B.) requirements of Massachusetts' Energy Code, 780 CMR Chapter 13.
PERFORMANCE CRITERIA	Extensive test data available. Contact your Tnemec representative for specific test results.

COATING SYSTEM

PRIMERS	Concrete, Masonry and Wood: Self-priming or Series 151-1051, 287 Plaster and Stucco: Series 151-1051, 287 Split-Face and Split-Fluted Block: Self-priming or Series 130-6602 Steel: Series 37H, 66, N69, N69F, L69, L69F, 90-97, 94-H ₂ O, 135, L140, L140F Galvanized Steel & Non-Ferrous Metal: Series 66, L69, L69F, N69, N69F, 135 Other: Series 151 on treated or stained wood, drywall, highly absorbent surfaces and recommended sound existing coatings.
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SURFACE PREPARATION

STEEL	Refer to primer product data sheets for surface preparation recommendations.
GALVANIZED STEEL & NON-FERROUS METAL	Surface preparation recommendations will vary depending on substrate and exposure conditions. Contact your Tnemec representative or Tnemec Technical Services.
CRACKS	Fill hairline cracks less than 1/64 inch (.4 mm) wide by brushing Series 156 into them prior to applying Series 156 over the entire area to be coated. Most business cards are about 1/64 inch (.4 mm) thick. For cracks wider than 1/64 inch (.4 mm) and/or moving cracks, gaps and expansion joints use Series 152 Tnemec-Tape. Refer to Series 152 product data sheet for details. Note: Use Series 156 to embed Tnemec-Tape prior to topcoating with 156.
PAINTED SURFACES	Remove chalk and old paint not tightly bonded to the surface. Apply test patch to check adhesion.
ALL SURFACES	Must be clean, dry and free of oil, grease, form release agents and other contaminants. Allow new concrete, plaster, stucco and masonry to cure 14 days. Level protrusions and mortar spatter. Bare cementitious surfaces can be slightly dampened with clean water if product is drying too rapidly during application. Series 151 may improve adhesion on smooth surfaces. Reference SSPC-SP13/NACE 6.

TECHNICAL DATA

VOLUME SOLIDS	50.9 ± 2.0% †								
RECOMMENDED DFT	4.0 to 8.0 mils (100 to 205 microns) per coat.								
CURING TIME	<table><tr><th>Temperature</th><th>To Touch</th><th>To Handle</th><th>To Recoat</th></tr><tr><td>75°F (24°C) 50% Relative Humidity</td><td>1/2 hour</td><td>1-2 hours</td><td>1 1/4 hours</td></tr></table> Curing time varies with surface temperature, air movement, humidity and film thickness.	Temperature	To Touch	To Handle	To Recoat	75°F (24°C) 50% Relative Humidity	1/2 hour	1-2 hours	1 1/4 hours
Temperature	To Touch	To Handle	To Recoat						
75°F (24°C) 50% Relative Humidity	1/2 hour	1-2 hours	1 1/4 hours						
VOLATILE ORGANIC COMPOUNDS	Unthinned- 0.41 lbs/gallon (49 grams/litre) †								
THEORETICAL COVERAGE	816 mil sq ft/gal (19.9 m²/L at 25 microns). Actual coverage will vary from about 100 to 200 sq ft (9.3 to 18.6 m²) per gallon dependent upon product, substrate and coating thickness. †								
NUMBER OF COMPONENTS	One								
PACKAGING	5 gallon (18.9L) pails and 1 gallon (3.79L) cans. Yield: 5 gallons and 1 gallon respectively.								
NET WEIGHT PER GALLON	11.77 ± 0.25 lbs (5.34 ± .23 kg) †								
STORAGE TEMPERATURE	Minimum 35°F (2°C) Maximum 110°F (43°C)								
TEMPERATURE RESISTANCE	(Dry) Continuous 175°F (79°C) Intermittent 185°F (85°C)								
SHelf LIFE	24 months at recommended storage temperature.								
FLASH POINT - SETA	N/A								
HEALTH & SAFETY	Paint products contain chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product. Keep out of the reach of children.								

ENVIRO-CRETE® | SERIES 156

APPLICATION

COVERAGE RATES

	Dry Mils (Microns)	Wet Mils (Microns)	Sq Ft/Gal (m ² /Gal)
Suggested	6.0 (150)	12.0 (305)	136 (12.6)
Minimum	4.0 (100)	8.0 (205)	204 (18.9)
Maximum	8.0 (205)	16.0 (405)	102 (9.5)

Allow for application losses and surface irregularities. Roller or brush application may require multiple coats to obtain recommended film thickness. *Important: Protection against weather, driving rain and alternate freezing and thawing is obtained when coating is applied to form a continuous, void-free film.* The coating must be brushed, rolled or sprayed and backrolled onto block. Grooves in scored and fluted block must be brushed. Two coats are normally recommended for lightweight or haydite block. Split-face and split-fluted block must be filled. Contact your Tnemec representative for specific coating system recommendations. Film thickness is rounded to the nearest 0.5 mil or 5 microns. Film thicknesses are calculated from the sq ft/gal figures. There is no method for accurately measuring the film thicknesses of this coating applied over a rough masonry substrate. Application of coating below minimum or above maximum recommended dry film thicknesses may adversely affect coating performance. †

MIXING

Stir contents to a uniform consistency.

THINNING

Not recommended except when priming highly porous surfaces. Thin first coat 30% or 1 1/4 quarts (1.1L) per gallon with potable water.

APPLICATION EQUIPMENT

Airless Spray

Pump	Tip Orifice	Atomizing Pressure	Mat'l Hose ID	Manifold Filter
Graco 35:1 Senator or larger	0.019"-0.029" (480-735 microns)	2500-3000 psi (172-207 bar)	3/8" (9.5 mm)	30 mesh (600 microns)

Use appropriate tip/atomizing pressure for equipment, applicator technique and weather conditions.

Roller: Use a 3/8" to 1-1/2" (9.5 mm to 38 mm) synthetic woven nap roller cover. Use longer nap for rough or porous surfaces. Multiple coats may be required to achieve recommended film thickness, depending on applicator technique and roller nap size.

Brush: Use a good quality nylon or synthetic bristle brush.

SURFACE TEMPERATURE

Minimum 40°F (4°C) Maximum 100°F (38°C)

The surface should be dry and at least 5°F (3°C) above the dew point.

CLEANUP

Clean equipment immediately after use; brushes and rollers with hot, soapy water; spray equipment as follows:

1. Pump out excess material from equipment and lines.
2. Pump 10 gallons (40L) of clean water through airless pump or conventional pressure tank and lines.
3. Release pressure from pump or pressure tank and clean all parts and surfaces.
4. Reassemble and flush with clean water. Finish with a final flush of ethyl or isopropyl alcohol.

CAUTION

Dry overspray can be wiped or washed from most surfaces. Satisfactory dry-fall performance depends upon height of work, weather conditions, equipment adjustment and proper thinning. Test for each application as follows: Spray from 15 to 25 feet towards paint container. The material then should readily wipe off. **Note:** Heat can fuse-dry overspray to surfaces. Always clean dry overspray from hot surfaces before fusing occurs. Be aware that exterior surface temperatures can be higher than air temperature. Also, Series 156 has a tendency to show lap marks when spray applied to large, flat surfaces during hot weather. To minimize lap marks stay away from direct sunlight, pre-wet masonry substrates by misting with clean water and lightly backroll with 3/8" nap rollers immediately behind spray application.

† Values may vary with color.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC Fax: 1-816-483-3969 www.tnemec.com



TNEME-TAPE SERIES 152

or approved equal

PRODUCT PROFILE

GENERIC DESCRIPTION Polyester Fabric**COMMON USAGE** Flexible tape provides reinforcement for coatings that will bridge cracks and expansion joints.

COATING SYSTEM

TOPCOATS Series 156, 157, 158, 159

TECHNICAL DATA

PACKAGING	PRODUCT	PACKAGING	DIMENSION
	152-205 Thneme-Tape HD	rolls	3" x 164' (7.6 x 50 m)
NET WEIGHT	PRODUCT		WEIGHT PER ROLL
	152-205 Thneme-Tape HD		9.0 oz (255 g)
STORAGE TEMPERATURE	Minimum 30°F (-1°C) Maximum 110°F (43°C)		
SHELF LIFE	5 years when stored inside at recommended storage temperature.		

APPLICATION

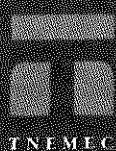
APPLICATION Repair cracks, gaps, expansion joints, etc., wider than 0.125" with heavy duty 152-205 HD Thneme-Tape.

1. Prime, if required, according to topcoat product data sheet.
2. Apply one coat of either 156 or 158 over the area of the crack, joint, etc., to achieve half the total coverage given in the topcoat application instructions: Ensure that the coating is brushed or sprayed over the entire repair area to be reinforced and sufficiently to either side to allow the 152 Thneme-Tape to be completely embedded.
3. Press 152 Thneme-Tape into the coating with a brush, to remove all air pockets.
4. Brush the membrane which comes through the tape over the surface and allow to dry, thereby leaving the reinforcing fabric encapsulated in the coating.
5. The entire area to be coated can then be coated per the topcoat product data sheet.

Note: Apply even coats to avoid build-up of thick patches within the tape. Allow thorough drying between each stage. Joints should be butted together and not overlapped. The tape itself should be applied in its natural relaxed condition, do not stretch 152 during application.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

Tnemec Company Incorporated 6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

**MORTARCLAD™ SERIES 218**

or approved equal

PRODUCT PROFILE

- GENERIC DESCRIPTION** Epoxy Modified Cementitious Mortar
- COMMON USAGE** A high-performance, aggregate reinforced material for surfacing, patching and filling voids and bugholes in concrete substrates. Generally topcoated with a variety of high-performance epoxies and polyurethanes for use in mild to aggressive exposures.
- COLORS** Greenish Gray

COATING SYSTEM

- PRIMERS** **Concrete:** Self-priming
CMU: Self-priming
- TOPCOATS** Series 1, 20, 22, FC22, 30, 46H-413, 61, 66, L69, N69, 84, 104, 120, L140, N140, 151-1051, 161, 201, 205, 222, 223, 224, 237, 238, 239, 262, 264, 270, 273, 280, 281, 282, 406, 434, 435, 436, 446.
- Note:** Refer to the applicable topcoat data sheet for color availability and additional information.

SURFACE PREPARATION

- CONCRETE** Prepare surfaces by method suitable for exposure and service. Refer to the appropriate topcoat product data sheet for specific surface preparation recommendations.
- Allow new cast-in-place concrete to cure a minimum of 28 days at 75°F (24°C). Verify concrete dryness and prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1,000 sq ft in a 24 hour period. (Reference ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative humidity should not exceed 80%. (Reference ASTM F 2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.") Abrasive blast, shot-blast or mechanically abrade concrete surfaces to remove laitance, curing compounds, hardeners, sealers and other contaminants and to provide an ICRI-CSP 5 surface profile. Large cracks, voids and other surface imperfections should be filled with a recommended filler or surfacer.
- CMU** Allow mortar to cure for 28 days. Level protrusions and mortar spatter.
- PAINTED SURFACES** Not recommended.
- ALL SURFACES** Must be clean, dry and free of oil, grease and other contaminants.

TECHNICAL DATA

- VOLUME SOLIDS** 100% (mixed)
- RECOMMENDED DFT** **Prime Coat:** 1/16"-1/4" per lift; maximum 1/2" thickness
Feather-edge Capable: 1/32"

CURING TIME	Temperature	To Touch	To Recoat with Itself	To Topcoat
	75°F (24°C) & 50% R.H.	3-4 hours	unlimited †	15 hours minimum

† **Note:** When the first application is equal to or greater than 1/4", or the second application is equal to or greater than 1/4", then the maximum recoat window with itself is 2 hours.

- VOLATILE ORGANIC COMPOUNDS** **Unthinned:** 0.15 lbs/gallon (19 grams/litre)
- NUMBER OF COMPONENTS** Three—Liquid: Part A and Part B Powder: Part C
- PACKAGING** **KITS CONSIST OF:**

	PART A (Liquid)	PART B (Liquid)	PART C (Cement-Sand)	When Mixed
Large Kit	1 gal plastic jug	1 qt plastic jar	42.75 lb bag	2.8 gallons (10.6 L)
Small Kit	1 qt plastic jug	1 pt plastic jar	10.7 lb bag	0.7 gallon (2.6 L)

- NET WEIGHT** Large Kit: 51.53 lbs (23.37 kg) Small Kit: 12.88 lbs (5.84 kg)
- STORAGE TEMPERATURE** Minimum 40°F (4°C) Maximum 110°F (43°C)
For optimum handling and application characteristics, all material components should be stored or conditioned between 70°F to 90°F (21°C to 32°C) 48 hours prior to use. Protect Parts A & B from freezing; discard if frozen. Protect Part C from moisture; store in dry environment off ground.
- TEMPERATURE RESISTANCE** (Dry) Continuous 170°F (77°C) Intermittent 200°F (93°C)
- SHelf LIFE** 12 months at recommended storage temperature.
- FLASH POINT - SETA** N/A
- HEALTH & SAFETY** This product contains chemical ingredients which are considered hazardous. Read container label warning and Material Safety Data Sheet for important health and safety information prior to the use of this product.
Keep out of the reach of children.

MORTARCLAD™ | SERIES 218

APPLICATION

COVERAGE RATES

Thickness	Large Kit	Small Kit
1/16" (1.6 mm)	72 sq ft (6.7 m ²) theoretical	18 sq ft (1.7 m ²) theoretical
1/8" (3.1 mm)	36 sq ft (3.3 m ²) theoretical	9 sq ft (.84 m ²) theoretical
1/4" (6.4 mm)	18 sq ft (1.7 m ²) theoretical	4.5 sq ft (.42 m ²) theoretical

Allow for application losses due to surface irregularities and substrate porosity.

MIXING

Pour liquid Part A into a container large enough to hold all components. Under agitation slowly add liquid Part B. When blended, slowly sift powder, Part C, while continuing agitation. Do not dump all of the Part C into the liquids at one time. Mix for two minutes or until the cement-sand is thoroughly wetted and a smooth consistency is obtained. **Important: Do not add additional Part C.**

Note: For repair of large bugholes, honeycomb and other cavities deeper than the recommended maximum thickness, 20-25 lbs of multi-purpose clean sand (conforming to ASTM C 33) or 15-18 lbs of locally purchased pea gravel (coarse aggregate) can be post added to create "dry-pack" mortar. One half inch to No. 8 size (12.5 mm to 2.36 mm) pea gravel conforming to ASTM C 33 is recommended. Contact your Tnemec representative or Tnemec Technical Services for additional information.

THINNING

Normally not required. For low-pressure spray application to transfer the Series 218, may thin up to 6 oz. for large kit or up to 2 oz. for small kit. Use only potable water.

POT LIFE

1 hour at 75°F (24°C).

Caution: Thinning with high temperature water will significantly reduce the pot life. For best results, water temperature should not exceed 80°F (27°C).

SUBSTRATE CONDITIONING

The concrete substrate surface should be "pre-wet" or dampened with potable water to a Saturated Surface Dry (SSD) condition; the concrete is darkened by water but there is no pooling of water on the concrete. This can be done by using a Hudson pump-up sprayer or heavy nap roller cover dampened with potable water. **Note:** Do not over saturate the surface.

APPLICATION EQUIPMENT

Mortar Hawk, steel, stiff concrete finishing trowels, broad knives and rubber floats are recommended. For troweling inside and outside corners, the use of a radius or margin trowel is recommended.

Material can be transferred to the surface by utilizing hydraulic spray equipment (i.e. WIWA 410 9:1 or 600 12:1 pump) followed by troweling to seal the material. No special ACI 308 curing requirements - ambient cure only.

For a smoother finished appearance, trowel licks may be reduced by using a 1/4" nap roller cover lightly dampened with water over the sealed Series 218 material. **Note:** If white liquid is brought to the surface during this process, the Series 218 material is being overworked and/or oversaturated. Overworking or oversaturating the surface may have an adverse effect on the adhesion of subsequent coatings applied. Let Series 218 cure and remove surface deposit using concrete rub brick.

SURFACE TEMPERATURE

Minimum of 45°F (7°C), optimum 65°F to 80°F (18°C to 27°C), maximum of 90°F (32°C). The substrate temperature should be at least 5°F (3°C) above the dew point.

MATERIAL TEMPERATURE

For optimum application, handling and performance, the material temperature during application should be between 70°F and 90°F (21°C and 32°C). Temperature will affect the workability. Cool temperatures increase viscosity and decrease workability. Warm temperatures will decrease viscosity and shorten pot life.

CLEANUP

Flush and clean all equipment immediately after use with warm water.

WARRANTY & LIMITATION OF SELLER'S LIABILITY: Tnemec Company, Inc. warrants only that its coatings represented herein meet the formulation standards of Tnemec Company, Inc. THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. The buyer's sole and exclusive remedy against Tnemec Company, Inc. shall be for replacement of the product in the event a defective condition of the product should be found to exist and the exclusive remedy shall not have failed its essential purpose as long as Tnemec is willing to provide comparable replacement product to the buyer. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, ENVIRONMENTAL INJURIES OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER. Technical and application information herein is provided for the purpose of establishing a general profile of the coating and proper coating application procedures. Test performance results were obtained in a controlled environment and Tnemec Company makes no claim that these tests or any other tests, accurately represent all environments. As application, environmental and design factors can vary significantly, due care should be exercised in the selection and use of the coating.

6800 Corporate Drive Kansas City, Missouri 64120-1372 1-800-TNEMEC1 Fax: 1-816-483-3969 www.tnemec.com

Contact Names and Telephone Numbers

University of Tennessee – Knoxville / Doug Lowrie – 865-974-5716

Tennessee State University / Dan Wooten – 615-963-5673

Littleton/Englewood Waste Water Treatment Plant / Gunter Ritter - (303) 762-2600

Thigpen Construction Company / Lucas Ehrensing – 504-467-6336

Jones Brothers / Linda Schuster – 504-957-9578

Statement of Experience - Owners Past and Current Construction Experience

Year	Type of Work	\$ Amount	Location	Client
2008	Thru wall flashing of masonry, re-caulking, washing and sealing	\$95,000	Knoxville, TN	UT-Knoxville
2008	Tuck pointing, limestone repairs, waterproofing, washing, caulking, and sealing	\$80,000	Nashville, TN	TSU
2009-2010	Masonry restoration/preservation, tuck pointing, metal repairs and coatings	\$785,000	Chalmette, LA	National Park Service
2011	Masonry repairs, caulking repairs, coating, waterproofing	\$84,000	Greeley, CO	University Northern CO
2011-2013	Masonry repairs, caulking repairs, coating, waterproofing	\$120,000	Denver, CO	Triton Properties
2011-2014	French Quarter - Masonry repairs, caulking repairs, coating, waterproofing	\$140,000	New Orleans, LA	Thigpen Construction
2012	Waterproof deck coatings, concrete patching, masonry repairs, washing, coating	\$385,000	Englewood, CO	Water Treatment--Denver
2012	Re-caulking	\$145,000	Denver, CO	Pine Creek Apartments
2012	Hydro-Active Grout injections -- below grade waterproofing	\$22,000	Denver, CO	Jewish Health -- Hospital
2012	Masonry repairs, tuck pointing, caulking, wash and seal	\$32,000	Kearney, NE	State of Nebraska
2013	Repair of flood wall -- concrete patching and coatings	\$8,500	Parker, CO	The Pinery
2013	Masonry repairs, lintel waterproofing, caulking, washing, sealing	\$350,000	Kansas City, KS	University of Kansas
2013	Lintel replacement, lintel flashing, masonry restoration, wash and seal	\$480,000	Marrero, LA	Jefferson Parish Schools
2013	Masonry repairs and tuck pointing	\$24,000	Fargo, ND	GSA
2013-2014	Pre-cast patching, pressure washing and waterproof coatings	\$675,000	Gretna, LA	West Jefferson Hospital
2013-2014	Masonry restoration, tuck pointing, terra cotta restoration, washing	\$489,000	Denver, CO	Denver Public Schools
2014	Masonry repairs, washing, coating, waterproofing	\$165,000	New Orleans, LA	University of New Orleans
2014	Masonry repairs, washing, coating, waterproofing	\$71,000	New Orleans, LA	Delgado University
2014	Masonry repairs, tuck-pointing, chimney repairs	\$16,000	Gretna, LA	Jefferson Parish Schools
2014	Re-caulking, washing, coating, waterproofing	\$255,000	Franklin, LA	City of Franklin
2014	Washing, coating, waterproofing	\$28,000	Gretna, LA	Jefferson Parish

Standard Procurement Terms and Conditions

City of Franklin, Tennessee - WW Agrees

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. 2015-031

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:

WW Masonry Restoration and Waterproofing

Attn: Greg Wall

718 Thompson Lane

Suite 108-245

Nashville, TN 37204

N/A

gwall4e@outlook.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 Colorado)
County of Jefferson) SS

Affiant, Greg Wall, deposes and makes oath that:
(Printed name of person signing Affidavit)

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

WW Masonry Restoration and Waterproofing
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant)

(title of Affiant)

and subscribed to before me this 17 day of April, 2015

(Notary Public)

My Commission Expires: 11-29-2015

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_031)

VICKIE SPICER
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 11/29/2015

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

State of Colorado)
County of Jefferson) SS

Affiant, Greg Wall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
WW Masonry Restoration and Waterproofing,
(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.

Wall
(signature of Affiant)

Project Mgr.
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2015

Vicki E. Spicer
(Notary Public)

My Commission Expires: 11-29-2015

VICKI E. SPICER
NOTARY PUBLIC
STATE OF COLORADO

Affidavit of License Certificate

a form required of Bidders and Proposers proposing to serve as contractors for
construction projects for the

City of Franklin, Tennessee

State of Colorado)
County of Jefferson) SS

Affiant, Greg Wall, deposes and makes oath that:
(printed name of person signing Affidavit)

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

WW Masonry Restoration and Waterproofing
(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 has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 ("General Contractors") of Title 62 ("Professions, Businesses and Trades"), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. 62710 with a date of expiration of January
31, 20 17, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder's or Proposer's aforementioned certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

Wall
(signature of Affiant)

Project Mgr
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 20 15

[Signature]
(Notary Public)

My Commission Expires: 11-29-2015

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_031)



9447476

307024

State of Tennessee

BOARD FOR LICENSING CONTRACTORS

CONTRACTOR

WW MASONARY RESTORATION AND WATERPROOFING, INC.

*This is to certify that all requirements of the State of Tennessee
have been met.*

ID NUMBER: 00062710

LIC STATUS: ACTIVE

EXPIRATION DATE: 01/31/2017

LMC;
BC-14;

\$1,500,000.00



IN-1313

DEPARTMENT OF
COMMERCE AND INSURANCE

License Details

License Status	ACTIVE - FULLY LICENSED
License #	62710
License ID	62710
Expiration Date	Jan 31 2017
Original Date	Sep 22 2009
Profession Code	1801
Profession Name	Contractor
First Name	
Middle Name	
Last Name	WW MASONARY RESTORATION AND WATERPROOFING
City	NASHVILLE
State	TN
Zip Code	37204
Rank	Contractor
License Activity Description	

<< Click

CLASSIFICATION 1	LMC;
CLASSIFICATION 2	BC-14;
MONETARY LIMIT	\$1,500,000.00

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

State of Colorado)
County of Jefferson) SS

Affiant, Greg Wall, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
WW Masonry Restoration and Waterproofing,
(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.

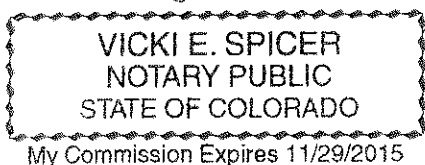
[Signature]
(signature of Affiant)

Proj. Mgr
(title of Affiant)

Sworn and subscribed to before me this 17 day of April, 2015

[Signature]
(Notary Public)

My Commission Expires: 11-29-2015



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

On behalf of Bidder/Proposer, Greg Wall agrees that:
(printed name of person signing Agreement)

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

WW Masonry Restoration and Waterproofing
(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.

Wall
(signature of person whose printed name appears above)

Project Manager
(title of person whose printed name appears above)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0114)

Attachment No. 2

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
5/13/2015	BancorpSouth Insurance Services, Inc.	1423382143	City of Franklin	Commercial General Liability	9/26/2015
				Automobile Liability	9/26/2015
				Workers Compensation and Employers' Liability	6/12/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/13/2015

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 BancorpSouth Insurance Services, Inc. The Insurance Center 213 Porter Biloxi MS 39530	CONTACT NAME:	
	PHONE (A/C, No, Ext): 228-374-2000	FAX (A/C, No): 228-863-1957
INSURED WWW MASONRY Restoration and Waterproofing, Inc 427 Jackson Avenue Unit 106 New Orleans LA 70130	INSURER(S) AFFORDING COVERAGE	
	INSURER A: FCCI Insurance Company	
	INSURER B: Bridgefield Casualty Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER: 1423382143

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 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:	Y	GL001718301	9/26/2014	9/26/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 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		CA002803401	9/26/2014	9/26/2015	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 ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		UMB0019746	9/26/2014	9/26/2015	EACH OCCURRENCE \$1,000,000 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	196-37066	6/12/2014	6/12/2015	☒ PER STATUTE ☐ OTHER 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)

City of Franklin is additional insured as respects General Liability including premises and completed operations for work performed by Named Insured as required in written contract.

CERTIFICATE HOLDER

City of Franklin
109 3rd Avenue South
Franklin TN 37064

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU – ONGOING OPERATIONS AND
PRODUCTS-COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations

(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations

(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and
3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or
3. Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;
 3. Will not be broader than that which is afforded to you under this policy; and
 4. Nothing herein shall extend the term of this policy.
- B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 2. Supervisory, inspection, architectural or engineering activities.
- C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
- D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and
3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

HIGHLANDS AT LADD PARK PUD SUBDIVISION
DEVELOPMENT PLAN REVISION 6
FRANKLIN MUNICIPAL PLANNING COMMISSION
4/23/15

Ladd Park
All area shaded in orange

Project Information

Current Base Zoning: R-2
Existing Land Use: Detached Residential
Character Area: GCCO-6
Development Standard: Conventional
Site Acreage: 619.39
Approved Density: 1.86 units/acre
Proposed Density: 1.94 units/acre

Legend

- | | |
|--|---------------------------------------|
| Streams | 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 |



0 500 1,000 2,000 3,000 4,000
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.
All data and materials (c) copyright 2014. All rights reserved.

CONDITIONS OF APPROVAL:

Parks

General Comments

1. parkland dedication

- Parks recommends approval of the Modification of Standards. Please see staff report for additional detail.

Planning

General Comments

2. Modification of Standards

- Applicant shall list all requested Modification of Standards on the Development Plan Sheet.

Zoning

General Comments

3. Affordable Housing

- The applicant shall provide affordable housing units in accordance with the Inclusionary Housing Ordinance. The applicant shall declare and specify how these requirements will be met. If fees in lieu are requested, the appraisal and fees-in-lieu shall be paid in full within 120 days from the BOMA approval or prior to the recording of the plat, whichever comes first.

RESOLUTION 2015-27

A RESOLUTION APPROVING THE HIGHLANDS AT LADD PARK PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 6, WITH 3 MODIFICATIONS OF STANDARDS (MOS1-PARKLAND DEDICATION IN FLOODPLAIN TO BE USED AS CANOE ACCESS; MOS2-ALLOW IMPERVIOUS PAVING SURFACE FOR CANOE ACCESS; MOS3-RECEIVE FUTURE CREDIT FOR LAND DEDICATION IN EXCESS OF 1.21 ACRES) LOCATED ALONG CAROTHERS PARKWAY AND LONG LANE, BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, The PUD process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

- (a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;
- (c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;
- (d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and
- (e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance.

WHEREAS, The PUD review process consists of a Development Plan that is reviewed and approved by the BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, meeting in regular session this _____ day of _____, 2015:

1. The legal description of the property (from the original rezoning) is as follows:

Commencing at the intersection of the west right-of-way line of Alfred Ladd Road and the north right-of-way line of Long Lane, which is also the point of beginning.

Thence with the following calls: North 14 degrees East 56 feet, North 9 degrees East 284 feet, North 3 degrees East 151 feet, North 2 degrees West 91 feet, North 6 degrees East 168 feet, North 15 degrees East 62 feet, North 36 degrees East 127 feet, North 83 degrees West 184 feet, North 83 degrees West 616 feet

and North 5 degrees East 1,890 feet; thence north and east along the centerline of the Harpeth River 3,553 feet; thence with the following calls: North 12 degrees East 337 feet and South 87 degrees East 305 feet; thence east and south and east along the centerline of the Harpeth River 4,813 feet; thence with the following calls: South 8 degrees West 758 feet, North 82 degrees West 246 feet, South 8 degrees West 430 feet, South 7 degrees West 653 feet, North 88 degrees West 827 feet, South 7 degrees West 1,387 feet and South 7 degrees West 1,547 feet to the southeast corner of parcel 180, tax map 106, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also a point in the north right-of-way line of Long Lane; thence west and north along the right-of-way line of Long Lane 1,823 feet to the southwest corner of parcel 180; thence with the following calls: North 46 degrees East 1,847 feet, North 7 degrees East 230 feet, South 72 degrees West 563 feet, South 46 degrees West 555 feet, South 74 degrees West 294 feet, North 72 degrees West 111 feet and South 38 degrees West 286 feet to the southwest corner of parcel 180.01, which is also a point in the north right-of-way line of Long Lane; thence generally west along the north right-of-way line of Long Lane 1,517 feet; thence with the following calls: North 11 degrees East 330 feet, North 76 degrees West 350 feet to a point in the east line of parcel 183.01, North 11 degrees East 740 feet, North 80 degrees West 523 feet, South 9 degrees West 672 feet, North 74 degrees West 158 feet and South 9 degrees West 360 feet to the southwest corner of parcel 184.03, which is also a point in the north right-of-way line of Long Lane; thence generally northwest along the north right-of-way line of Long Lane 1,081 feet to the west right-of-way line of Alfred Ladd Road, which is also the point of beginning, and containing 616.50 acres, more or less.

2. That the overall entitlements for the Highlands at Ladd Park PUD Subdivision are as follows:

Entitlements	Highlands at Ladd Park PUD Subdivision
Base Zone	R-2
Character Area Overlay	GCCO-6
Other Zoning Overlays	FFO and FWO
Number of Dwelling Units	1203
Number of Nonresidential Square Footage	N/A with this revision
Connectivity Index	N/A with this revision
Development Standard	Conventional
Open Space Requirements	Formal: 38.97 acres Informal: 204.53 acres Total: 243.50 acres

3. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning Department.
4. Proposed Modifications of Standards with Development Plan Revision 6:

MOS 1: Parkland Dedication Approved: _____ Denied: _____	Request to dedicate land to the City in the floodplain for a publicly available canoe access. <i>Staff recommended approval.</i>
MOS 2: Impervious Pavement Approved: _____ Denied: _____	Request to construct canoe access parking and launch area using impervious surface material. <i>Staff recommended approval.</i>
MOS 3: Future Parkland Credit Approved: _____ Denied: _____	Request to receive future credit for any land dedicated to City as part of this project exceeding 1.21 acres. <i>Staff recommended approval.</i>

5. That this Resolution shall take effect from and after its passage on its first and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PREAPPLICATION CONFERENCE:

2/26/2015

PLANNING COMMISSION RECOMMENDED APPROVAL:

BOMA APPROVAL:

**ENERGY SOURCE PARTNERS
THE CITY OF FRANKLIN
SOLAR SERVICES AND SITE LEASE AGREEMENT
COF Contract No. 2013-0137**

This Solar Services and Site Lease Agreement (this "Agreement") is made and entered into as of the 12th day of December, 2013 (the "Execution Date"), by and between Energy Source Partners LLC, a Tennessee limited liability company ("ESP"), and the City of Franklin, a Tennessee municipal corporation (the "City").

WITNESSETH:

WHEREAS, ESP is in the business of developing and managing renewable energy resources and selling the energy output from such resources; and

WHEREAS, ESP desires to design, build, finance, operate, and maintain an electricity grid-connected photovoltaic solar power system with the specifications attached hereto as Exhibit A (as further defined in Section I(m) of this Agreement, the "Generating Facility"), at a cost of \$2,650,000.00 (Two Million Six Hundred and Fifty Thousand Dollars) with a generating capacity rated at approximately 1000 kWdc at the City property located at 135 Claude Yates Dr., Franklin, Tennessee 37064, as the same is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Site");

WHEREAS, the City is a tax-exempt entity; and

WHEREAS, ESP desires to lease from the City certain premises at the Site so that ESP may install, operate, and maintain the Generating Facility; and

WHEREAS, the City desires to lease certain premises at the Site to ESP, host the Generating Facility on said leased premises, permit such installation, operation and maintenance of the Generating Facility on such leased premises, and utilize the green energy output of the Generating Facility on the terms and conditions hereof; and

WHEREAS, the Parties further desire to take advantage of the Tennessee Valley Authority's ("TVA") Renewable Standard Offer and SSI Agreements, whereby TVA will purchase at a premium all of the green energy output from the Generating Facility, as well as other federal, state, and local green power incentive programs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, ESP and the City hereby agree as follows:

1. Definitions

(a) "Affiliate" means, when used with reference to a specified Person, any Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the specified Person.

(b) "Code" means the Internal Revenue Code of 1986, as amended.

(c) "Commercial Operation" means the condition existing when (i) the Generating Facility is mechanically complete and (ii) energy is delivered through the Generating Facility's meter to the Site's electrical system under an executed and effective Interconnection Agreement.

(d) "Commercial Operation Date" means the date on which the Parties mutually agree that the Generating Facility has achieved Commercial Operation.

(e) "Energy Delivery Point" means the energy delivery point within the Site's electrical system on the City's side of the Site's Utility meter, as designated in the Interconnection Agreement.

(f) "Energy Output" means the total quantity of all actual net energy generated by the Generating Facility (measured in kWhac) and delivered in accordance with Section 6 hereof to the Energy Delivery Point, in any given period of time. Energy Output does not include the Environmental Incentives.

(g) "Environmental Laws" means all federal, state, local and regional laws, statutes, ordinances, orders, rules and regulations relating to the protection of human health or the environment including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1804, et seq., the Safe Drinking Water Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, and any other applicable federal, state or local law now in force or hereafter enacted relating to waste disposal or environmental protection with respect to hazardous, toxic, or other substances generated, produced, leaked, released, spilled or disposed of at or from the Leased Premises, as any of the same may be amended or supplemented from time to time, and any regulation promulgated pursuant thereto.

(h) "Event of Default" has the meaning given to it in Section 17.

(i) "Execution Date" has the meaning given to it in the paragraph first set forth above.

(j) "Expiration Date" has the meaning given to it in Section 14(a).

(k) "Fair Market Value" has the meaning given to it in Section 14(f)(ii).

(l) "Force Majeure" has the meaning given to it in Section 18.

(m) "Generating Facility" means an electricity grid-connected photovoltaic, solar power plant with the specifications attached hereto as Exhibit A and with a total generating capacity rated at approximately 1000 kWdc upon Commercial Operation, and all associated electric power generation equipment, controls, meters, switches, connections, conduits, wires and other equipment that may be necessary to connect such solar power plant to its respective Energy Delivery Point and to generate energy.

(n) "Generation Meter" means the meter installed by the Utility to measure the kWh generated by the Generating Facility.

(o) "Generation Partners Program Price" means the sum of the purchase price of solar- power-generated electricity at the Utility retail per kilowatt-hour rate plus the TVA Green Premium that is credited monthly to the Utility billing statement or is otherwise paid to the City.

(p) "Hazardous Materials" means, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous substances, toxic substances, pollutants, contaminants, radon, asbestos, lead or lead based paint, oil and petroleum products and their by-products,

polychlorinated biphenyls or related materials, and mold, dangerous fungi, bacterial or microbial matter contamination or pathogenic organisms that reproduce through the release of spores or the splitting of cells, as those terms may be used or defined in any Environmental Law.

(q) "Interconnection Agreement" means an interconnection agreement, as amended from time to time, entered into by and between the City and the Utility that provides for the Generating Facility to be interconnected with the Utility's electricity distribution system, and for energy to flow from the Generating Facility to such system, and from such system to the Energy Delivery Point, under the net metering provisions of the Utility's tariff.

(r) "kWac" means kilowatt alternating current. (s) "kWdc" means kilowatt direct current

(t) "kWhac" means kilowatt-hour alternating current. (u) "kWp" means kilowatt rated power.

(v) "Leased Premises" has the meaning given to it in Section 2. (w) "Lender" has the meaning given to it in Section 23(a).

(x) "MTEMC" means Middle Tennessee Electric Membership Corporation. (y) "Parties" means ESP and the City.

(z) "Party" means ESP or the City.

(aa) "Permits" has the meaning given to it in Section 8(h).

(bb) "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity.

(cc) "Prudent Industry Practices" means those practices, methods and equipment, as changed from time to time, that are commonly used in the State of Tennessee in prudent electrical engineering and operations to operate solar generation equipment lawfully and with safety, reliability, efficiency and expedition.

(dd) "Reporting Rights" means the right of ESP to report to any federal, state or local agency, authority or other party, including without limitation under Section 1605(b) of the Energy Policy Act of 1992 and provisions of the Energy Policy Act of 2005, or under any present or future domestic, international or foreign emissions trading program, that ESP owns the Environmental Attributes and the Environmental Incentives associated with the Energy Output.

(ee) "Site" has the meaning given to it in the Second Recital. (ff) "Term" has the meaning given to it in Section 14(a).

(gg) "Transfer" has the meaning given to it in Section 11(b).

(hh) "TVA Green Premium" means the amount the TVA, or its successor or assign, will pay in excess of the retail per kilowatt-hour rate charged for electricity, plus any fuel cost adjustments, to purchase green solar energy output as defined and stipulated in the TVA Participation Agreement.

(ii) "TVA Participation Agreement" means the Renewable Standard Offer and SSI Agreements, as amended from time to time, entered into by and among the City, TVA and ESP.

(jj) "Utility" means the electric distribution company responsible for electric energy transmission and distribution service at the Site. The Parties acknowledge and agree that, as of the Execution Date, the Utility is MTEMC.

2. Lease

The City does hereby lease to ESP, in accordance with the terms and conditions set forth herein, the premises described in Exhibit C and incorporated herein by this reference (the "Leased Premises").

3. Access to Leased Premises

The City hereby also grants to ESP, during the Term of this Agreement, the right to access the Leased Premises at times and via routes approved in advance by the City as is necessary for the installation, operation, and maintenance of the Generating Facility. The City and ESP shall cooperate in good faith to coordinate access for the regularly scheduled maintenance of the Generating Facility by ESP and to provide ESP with a method and process for access in the event of an emergency. ESP will give the City reasonable written or telephonic notice before any entry onto the Leased Premises by ESP's employees, agents or contractors. The City will make available to ESP access to the Generating Facility and the Leased Premises for the purposes set forth in Section 5 hereof in accordance with the terms set forth herein. Notwithstanding anything to the contrary in this Agreement, ESP shall be permitted to access the Leased Premises twenty- four (24) hours a day, seven (7) days a week for emergency purposes after reasonable written or telephonic notice to the City.

4. Benefits

ESP hereby covenants to pay to the City, on or before the Commercial Operation Date, and on or before each anniversary of the Commercial Operation Date during the Term of this Agreement, as and for rent of the Leased Premises, the sum of \$1.00 (one U.S. dollar).

5. Installation and Operation of the Generating Facility

(a) The City hereby consents to the construction and installation of the Generating Facility, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. The City acknowledges that the installation of all or a portion of the Generating Facility may require physically mounting and adhering the Generating Facility to the Leased Premises or to the ground or a combination thereof.

(b) ESP shall have the right and obligation during the Term hereof: (i) to construct, install and operate the Generating Facility on the Leased Premises; (ii) to maintain, clean, repair, replace and, as may be necessary for the proper maintenance, cleaning, repair and replacement thereof, dispose of part or all of the Generating Facility; (iii) to add or remove equipment as needed to increase or decrease the capacity of the Generating Facility; (iv) to remove the Generating Facility as permitted pursuant to Section 14(f)(i); (v) to install and maintain such equipment as is necessary for remote monitoring of the Generating Facility, including without limitation the establishment at ESP's sole discretion of a land based or satellite based high speed internet connection; and (vi) to conduct an in-person physical inspection of the Generating Facility and the Leased Premises.

(c) ESP shall cause installation of the Generating Facility to be completed and cause the Generating Facility to begin Commercial Operation substantially in accordance with the installation plans and specifications previously submitted to and approved by the Utility.

(d) ESP shall use its best efforts to prevent activities associated with installation, operation and maintenance of the Generating Facility from disrupting or interfering with the City commercial activities at the Site. ESP shall indemnify, defend, and hold harmless the City from any claims, costs, damages, liabilities, losses, or expenses, arising directly from or related directly to such disruption or interference.

(e) ESP shall be solely responsible for operation and maintenance of the Generating Facility and shall, at all times during the term of this Agreement, maintain the Generating Facility in accordance with Prudent Industry Practices. All maintenance work will be scheduled at a mutually agreeable time so as to ensure the safe, efficient operation of the Generating Facility and without disrupting the City commercial operations.

(f) ESP and the City hereby agree and acknowledge that the City shall have no responsibility for the Generating Facility's operation or maintenance other than using commercially reasonable efforts, at the reasonable request and at the expense of ESP, and which shall not interfere in any way with the City's operations on the Site, to protect the Generating Facility against vandalism and other destruction by a third party and to keep the Site clear of any object or structure that causes the loss of direct beam solar resource to the Generating Facility. Neither the City nor any party related thereto shall have the right or be deemed to operate the Generating Facility for purposes of Section 7701(e) (4)(A)(I) of the Internal Revenue Code.

(g) ESP shall provide general liability insurance coverage as set forth in Section 15.

(h) ESP, at its own cost and expense, shall comply with all applicable laws relating to the installation, operation, and maintenance of the Generating Facility and the generation and delivery of the Energy Output, including obtaining and maintaining all relevant governmental permits, licenses, certificates, approvals, variances and other requirements for use ("Permits") necessary for the construction, installation and operation of the Generating Facility. The City hereby gives its consent to ESP's taking all appropriate and necessary action in applying for any and all Permits necessary for the operation of the Generating Facility and the City hereby appoints ESP its agent for applying for such Permits. ESP, throughout the Term of this Agreement, will fully comply with any and all operational standards and requirements imposed by the Utility, and comply with the electrical interconnection requirements as stated in the applicable and controlling Utility tariff. The City will cooperate with ESP and, if necessary, will provide consents and execute with the Utility, or any successor Utility, such agreements (if such consents and agreements do not have unacceptable or prohibited terms and/or conditions, or impose additional costs on the City) as are necessary to permit the interconnection of the Generating Facility. This electrical interconnection shall be done at no cost or liability to the City, and ESP shall promptly reimburse the City for all out-of-pocket costs incurred in connection with this interconnection. Should the Utility demand fees or equipment in excess of \$5,000.00 for electrical interconnection requirements, ESP may at its sole discretion cease to proceed with installation of the Generating Facility without further obligation to the City, in which event ESP will return the site to the condition it was in prior to commencement of the installation of the Generating facility.

6. Acceptance and Delivery of Power

(a) Beginning on the Commercial Operation Date, and continuing for the Term, the City shall allow the production and accept delivery of the Energy Output of the Generating Facility (in such amount of output as the Generating Facility produces from time to time) at the Energy Delivery Point. All deliveries of Energy Output hereunder shall be in the form of alternating current or similar current to properly integrate with the Site's electrical system.

(b) ESP shall ensure that all energy generated by the Generating Facility conforms to Utility specifications for energy being generated and delivered to the Site's electric distribution system, which shall include the installation of proper power conditioning and safety equipment, submittal of necessary specifications, coordination of Utility testing and verification, and all related costs.

(c) ESP and the City expect that the Utility will purchase the total Energy Output of the Generating Facility pursuant to the TVA Participation Agreement which provides for the purchase of solar-power-generated electricity at a purchase, price equal to the price stipulated in the Renewable Standard Offer and SSI Agreements. The City will provide ESP with a copy of each month's billing statement from the Utility for the Generating Facility within seven (7) days of receipt of such billing statement. ESP and the City hereby agree and acknowledge that ESP will be entitled to receive from the City, and the City will pay to ESP, amounts equal to ninety percent (90%) of all payments made under the terms of the Renewable Standard Offer and SSI Agreements credited or paid to the City ("Green Premium Payments") until the total amount of Green Premium Payments made to ESP by the City totals \$2,650,000 (Two Million Six-Hundred and Fifty Thousand Dollars plus all interest accrued as of the Execution Date on money borrowed by ESP at an annual rate of 6% to fund the installation of the Generating Facility. Thereafter, during each month for the balance of the Term, and any extended or renewal term, ESP will be entitled to receive from the City, and the City will pay to ESP, amounts equal to twenty percent (20%) of all Green Premium Payments. Such amounts will be paid in accordance with the terms of Section 8 hereof.

(d) In the event that the TVA Participation Agreement or Interconnection Agreement is terminated for any reason or expires or the Utility does not purchase the total Energy

Output of the Generating Facility, ESP shall have the right to enter into one or more alternative arrangements for the sale of the Energy Output ("Alternative Arrangement") and, upon the receipt of a written request from ESP, the City may, its consent not reasonably withheld, execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary and desirable to enter into the Alternative Arrangement(s). ESP and the City hereby agree and acknowledge that ESP will be entitled to receive ninety percent (90%) of all payments received by either Party with respect to the sale of Energy Output pursuant to an Alternative Arrangement until the total amount received by ESP pursuant to this Section 6(d) and Section 6(c) above totals \$2,650,000 (Two Million Six-Hundred and Fifty Thousand Dollars) plus all interest accrued as of the Execution Date on money borrowed by ESP at an annual rate of 6% to fund the installation of the Generating Facility. Thereafter, during each month for the balance of the Term, and any extended or renewal term, ESP will be entitled to receive twenty percent (20%) of all payments received by either Party with respect to the sale of Energy Output pursuant to an Alternative Arrangement. Such amounts will be paid in accordance with the terms of Section 8 hereof.

7. Monitoring and Metering

ESP may, at its sole discretion, install monitoring of the Generating Facility's inverters. The monitoring will measure the alternating current output of the inverters in kilowatt- hours on a continuous basis. ESP will be responsible for the installation and maintenance of the monitoring system. The energy delivered by the Generating Facility will also be metered by a revenue quality Generation Meter installed and maintained by the Utility. Utility billing is based on the solar energy kilowatt-hours metered by this Generation Meter.

8. Payment

Without offset for any amount owed or claimed to be owed by ESP and outstanding for less than thirty (30) days, (i) the City shall pay-ESP all amounts due to ESP pursuant to Sections 6(c) or 6(d) above on or before fifteen (15) days following the date that (A) a TVA Participation Agreement Price is either credited on a billing statement from the Utility or is otherwise paid to the City or (B) a payment is received by the City pursuant to an Alternative Arrangement, and (ii) ESP shall pay the City all amounts due to the City pursuant to Section 6(d) above on or before fifteen (15) days following the date that a payment is received by ESP pursuant to an Alternative Arrangement (which, in each case, shall be referred to herein as the "Due Date"). If the Due Date is a bank holiday or a weekend, payment shall be due on the next following business day. Any undisputed amount remaining unpaid after the Due Date shall bear interest at the rate of one percent (1%) per month or, if less, the highest rate permitted by applicable law.

9. Invoice Adjustments: Disputes over Invoices

Either Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered or adjust any invoice for any arithmetic, computational or meter- related error within twelve (12) months of the date the invoice or adjustment to an invoice was rendered. In the event a Party disputes all or a portion of an invoice, or any other claim or adjustment arises, that Party shall pay the undisputed portion when due and provide the other Party notice of the dispute and the amount in dispute. In such event, the Parties shall first use good faith, reasonable, diligent efforts to resolve such dispute within a reasonable period of time not to exceed thirty (30) days from the date of such notice. If the Parties do not resolve such dispute within such thirty (30) day period, then the Parties may pursue their rights appropriately. ESP shall return to the City any disputed amount which is ultimately determined to have been improperly billed to the City.

10. Environmental Attributes, Incentives, and Grant Awards

(a) Notwithstanding the Generating Facility's presence as a fixture on the Site, ESP shall own the electricity (kWh) generated by the Generating Facility during the Term of this Agreement and ESP shall own, and may assign or sell all right, title and interest associated with or resulting from the development and installation of the Generating Facility or the production, sale, purchase or use of the Energy Output including, without limitation:

(i) all Environmental Incentives and all Environmental Attributes; and

(ii) the Reporting Rights and the exclusive rights to claim that: (A) the Energy Output was generated by the Generating Facility; (B) ESP is responsible for the delivery of the Energy Output to the Energy Delivery Point; (C) ESP is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of the Energy Output and the delivery thereof to the Energy Delivery Point; and (D) ESP is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing.

(b) The City shall not knowingly take any action at the Site that would have the effect of impairing the value to ESP of the Environmental Attributes and Environmental Incentives. However, nothing contained in this provision shall, directly or indirectly, limit, impair, or prohibit any action by the City in furtherance of its commercial operations regardless of whether such action impairs any one or more Environmental Attributes and/or Environmental Incentives.

(c) ESP shall be responsible for the management and administration of all state, federal, and/or local Environmental Incentives relating to the purchase, installation, operation, and maintenance of the Generating Facility. ESP shall manage and administer all Environmental Incentives in strict compliance with all state, federal, and local rules, laws, and regulations, as well as all contractual terms and conditions governing such Environmental Incentives. ESP shall indemnify, defend, and hold harmless the City from any claims, costs, damages, liabilities, losses, or expenses, whatsoever, including attorney fees, arising from or related to Environmental Incentive or Attribute covered under Section (IO) (a), (b), or (c) of this Agreement.

11. Ownership of and Title to Generating Facility and Other Property Rights

(a) Notwithstanding the Generating Facility's presence on the Site as a fixture, the City acknowledges and agrees that ESP shall at all times during the Term retain title to and be the legal and beneficial owner of the Generating Facility and all alterations, additions or improvements made thereto by ESP, and the Generating Facility shall remain the property of ESP or ESP's assigns, subject to the City purchase rights as set forth in this Agreement. In no event shall anyone claiming by, through, or under the City (including but not limited to any present or future mortgagee of the Site) have any rights in or to the Generating Facility during such time. The City acknowledges and agrees that ESP may be required to grant or cause to be granted to a lender a security interest in the Generating Facility and the City expressly disclaims and waives any rights it may have in the Generating Facility, at any time and from time to time, pursuant to this Agreement, at law or in equity.

(b) The Generating Facility may not be sold, leased, assigned, mortgaged, pledged or otherwise alienated or encumbered (collectively, a "Transfer") with the fee interest or leasehold rights to the Leased Premises or otherwise by the City or any other person unless the City's obligations are assumed by the transferee. The City will endeavor to give ESP at least fifteen (15) days written notice prior to any sale of all or a portion of the Leased Premises identifying the transferee, the portion of the Site to be sold and the proposed date of Transfer.

(c) The Parties specifically acknowledge and agree that, unless and until the Generating Facility is purchased by the City pursuant to the terms of this Agreement, ESP shall be the owner of the Generating Facility for all purposes, including without limitation federal income tax purposes, and in that connection, shall be entitled to the depreciation deductions associated with the Generating Facility as well as any tax credits or other tax benefits provided under the Code to which such owner of the Generating Facility may be entitled.

(d) Nothing in this Agreement shall be construed to convey to either Party a license or other right to trademarks, copyrights, technology or other intellectual property of the other.

12. Representations and Warranties

(a) Each Party represents and warrants to the other Party that:

(i) such Party is duly organized, validly existing and in good standing under the laws of the state of its formation and has all requisite power and authority to enter into this Agreement to perform its obligations hereunder and to consummate the transactions contemplated hereby;

(ii) the execution and delivery of this Agreement and the performance of such Party's obligations hereunder have been duly authorized by all necessary company action;

(iii) this Agreement is a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms, subject to the qualification, however, that the enforcement of the rights and remedies herein is Subject to (A) bankruptcy and other similar laws of general application affecting rights and remedies of creditors and (B) the application of general principles of equity (regardless of whether considered in a proceeding in equity or at law);

(iv) to such Party's knowledge, no governmental approval (other than any governmental approvals which have been previously obtained or disclosed in writing to the other Party or those described in Section 5(h) above) is required in connection with the due authorization, execution and delivery of this Agreement by such Party or the performance by such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course;

(v) neither the execution and delivery of this Agreement by such Party nor compliance by such Party with any of the terms and provisions of this Agreement conflicts with, breaches or contravenes the provisions of such Party's organizational documents, the applicable laws, rules and regulations of the State of Tennessee and its agencies, or any other law or regulation applicable to such Party;

(vi) except as previously disclosed in writing to the other Party there is no pending or, to the knowledge of such Party, threatened litigation, action or proceeding against such Party which would reasonably be expected to have a material adverse effect or which purports to affect the legality, validity or enforceability of this Agreement or the transactions contemplated hereby;

(vii) except as previously disclosed in writing to the other Party there is no pending bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect to such Party;

(viii) such Party is not a "foreign person" (as such terms are defined in Section 168(h) of the Code) and such Party will not assign, subcontract or otherwise transfer its rights under this Agreement to a "foreign person" as defined in Section 168(h) of the Code; and

(ix) to such Party's knowledge there are no facts, circumstances or other matters that may interfere with or delay the construction and installation of the Generating Facility, except as have been disclosed in writing to the other Party.

(b) The City represents and warrants to ESP that, to the City's actual knowledge, without inquiry or investigation, there are no circumstances or commitments to third parties that are reasonably expected to damage, impair or otherwise adversely affect the Generating Facility or its construction, installation or function (including activities that are reasonably expected to adversely affect the Generating Facility's exposure to sunlight). The City represents and warrants to ESP that, except as described in Schedule 12(b), or in the City's normal course of business, the City has not used, stored, handled or disposed of Hazardous Materials on or about the Leased Premises. The City covenants that the City has lawful title to the Site, including the Leased Premises, and full right to enter into this Agreement and that ESP shall have quiet and peaceful possession of the Leased Premises throughout the term of this Agreement so long as ESP has not defaulted hereunder. The City will not initiate or conduct activities that it knows will damage the Generating Facility.

13. Covenants

(a) The City shall provide and take reasonable measures for security of the Generating Facility, including commercially reasonable monitoring of the Site's alarms, if any; provided, however, that ESP shall promptly reimburse the City for costs of security measures the City adds or enhances for or because of the Generating Facility. The City shall not incur costs for any additions or enhancements to security for the Generating Facility for which there is an expectation that ESP shall reimburse the City without prior written permission from ESP for such additions or enhancements. ESP reserves the right to decline the implementation of additions or enhancements to security measures and the associated costs.

(b) Notwithstanding the Generating Facility's presence as a fixture on the Site, the City shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim on or with respect to the Generating Facility or any interest therein. The City also shall pay promptly before a fine or penalty may attach to the Generating Facility any charges or fees of whatever type of any relevant governmental authority for which the City is responsible. If the City breaches its obligations under this Section 13(b), it shall immediately notify ESP in writing, shall within ten (10) days cause such liens to be discharged and released of record without cost to ESP, and shall indemnify ESP against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such liens. The City hereby appoints ESP, or any of its authorized officers, as its attorney-in-fact to sign, file, and record a UCC-1 financing statement, or other evidence of ESP's ownership of the Generating Facility with any and all appropriate public offices.

(c) The City will comply with the terms of the TVA Participation Agreement, Interconnection Agreement and any agreement entered into in connection with an Alternative Arrangement and will not amend or terminate any such agreement without the prior written consent of ESP.

14. Term

(a) The term of this Agreement (the "Term") shall commence on the Execution Date and, unless earlier terminated pursuant to this Section 14, expire on the twentieth (20th) anniversary of the Commercial Operation Date (the "Expiration Date"). The Parties' respective acceptance and delivery obligations under Section 6(a) above with respect to Energy Output from the Generating Facility shall commence at 00:00 hours on the Commercial Operation Date and shall continue in effect until 24:00 hours on the Expiration Date.

(b) At the expiration of the Term, or should this Agreement be terminated for any reason prior to the expiration of the Term, other than as provided in Section 14(d) or as a result of the City exercising its option to purchase the Generating Facility provided for in this Agreement, all of the Generating Facility and the improvements placed by ESP on the Leased Premises shall remain the property of ESP and shall be removed by ESP within ninety (90) days following termination of this Agreement. This paragraph shall not be construed to give either party the right to terminate this Agreement prior to the expiration of the Term, except as otherwise set out in other provisions of this Agreement.

(c) Early Termination by ESP.

(i) ESP may terminate this Agreement at ESP's sole discretion at any time upon three (3) months written notice to the City. In addition, ESP may terminate this Agreement effective upon provision of written notice to the City if, within 180 days of the date hereof, ESP determines that the Generating Facility cannot be installed and operated according to ESP's investment criteria. Upon any such termination by

ESP, ESP shall restore all of the City property to its original condition as existed prior to the commencement of installation of the Generating Facility.

(ii) If the City is unable to deliver possession of any or all of the Leased Premises to ESP, ESP in its sole discretion and as its sole remedy may terminate this Agreement with respect to any or all of the Generating Facility without liability of any kind to the City.

(d) Early Termination by either Party. ESP and the City shall have the right, but not the obligation, to terminate this Agreement prior to expiration of the Term upon the occurrence of an unstayed order of a court or administrative agency having the effect of subjecting the sales of Energy Output to federal or state regulation of prices and/or service, which order will have a materially adverse effect on the terminating party.

In the event that either Party terminates this Agreement pursuant to this Section 14(d), this Agreement shall terminate without triggering the default provisions of this Agreement, and with no liability of either Party to the other Party except such amounts as are due and owing under this Agreement as of the date of such termination. Upon such termination, ESP shall have the right, but not the obligation, to remove the Generating Facility, together with any related wiring, cabling, and other equipment of ESP and leave the Leased Premises in at least as good condition (as reasonably determined by the City), normal wear and tear excepted, as that which existed prior to installation of the Generating Facility, and shall be granted access to the Site to do so. (e) The Parties acknowledge that given the complexity of this technology and the volatility of energy markets, adequate damages in the event of a breach of this Agreement will be difficult if not impossible to calculate. Consequently, the Parties agree that upon early termination or the occurrence of an Event of Default that leads to termination, the defaulting Party's liability hereunder shall be limited to the amounts calculated as herein set out. In no event shall either party be liable to the other party for consequential, incidental, punitive, exemplary or indirect damages, lost profits or business interruption damages, by statute, in tort, contract or otherwise.

(f) The City Options at End of Agreement. Upon expiration of this Agreement, or termination by either party for reasons other than those outlined in Section 14(d), or as otherwise set out herein, the City may choose one of the following options:

(i) Removal of Generating Facility. ESP shall, if requested in writing to do so by the City, remove the Generating Facility, together with any related wiring, cabling, and other equipment of ESP, subject to the City's reimbursement of ESP's reasonable costs of removal if removal occurs during the Term as the result of default or termination by the City, or at ESP's expense at the expiration of the Term or upon termination by ESP, and leave the Leased Premises in at least as good condition (as reasonably determined by the City), normal wear and tear excepted, as that which existed prior to installation of the Generating Facility. Except as herein set out, ESP shall indemnify, defend, and hold harmless the City from any claims, costs, damages, liabilities, losses, or expenses, arising directly from or directly related to removal of the Generating Facility.

(ii) Purchase of Generating Facility. Provided no default of the City shall have occurred and be continuing, the City may, at its option, elect to purchase the Generating Facility on a date that is ten (10) years after the Commercial Operation Date or at any time thereafter, up to and including the Expiration Date. The purchase price ("Buy-Out Price") shall be the greater of (1) the Fair Market Value of the Generating Facility, or (2) the positive difference, if any, between (x) \$2,650,000 (Two Million Six Hundred and Fifty Thousand Dollars) plus all interest accrued as of the Execution Date on money borrowed by ESP at an annual rate of 6% to fund the installation of the Generating Facility and (y) the amount received by ESP pursuant to Sections 6(c) and 6(d) of this Agreement. If the City exercises the purchase option herein granted, then upon payment of the Buy-out Price ESP shall take whatever actions

are necessary to transfer title ownership to the City of the Generating Facility and all improvements placed by ESP on the Leased Premises, free from any lien or monetary encumbrance. Not less than ninety (90) days prior to the exercise of the purchase option, the City shall provide written notice to ESP of the City's exercise thereof. Thereafter, upon receipt of the then Buy-Out Price, and all other amounts then owing by the City to ESP, the Parties will execute all documents necessary to cause title to the Generating Facility to pass to the City as-is, where-is; provided, however, that ESP shall remove any encumbrances placed on the Generating Facility by ESP. The "Fair Market Value" of the Generating Facility shall be the value determined by the mutual agreement of the City and ESP within ten (10) days of the City's termination notice pursuant to this Section 14. If the City and ESP cannot mutually agree to a Fair Market Value, then the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to value such equipment. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding on the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. To the extent transferable, the remaining period, if any, on all warranties for the Generating Facility will be transferred from ESP to the City at the City's sole expense. If the Parties are unable to agree on the selection of an appraiser, such appraiser shall be selected by the two appraiser firms proposed by the respective Parties.

15. Insurance

ESP shall maintain, at its sole expense, commercial general liability insurance covering the Generating Facility, including bodily injury, property damage and personal injury liability insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, or other applicable and required limits as determined and communicated periodically by the Risk Manager of the City of Franklin. The general liability insurance shall extend to both ongoing operations and completed operations. ESP, if it has employees, shall also maintain at all times during the Term workers' compensation insurance coverage in accordance with the applicable requirements of federal and state law. ESP shall provide a Waiver of Subrogation regarding Workers Compensation coverage. ESP shall deliver to the City a certificate of insurance evidencing such coverage. This certificate shall name the City as an Additional Insured and shall specify that the City shall be given at least thirty (30) days prior written notice by the insurer in the event of any material modification, cancellation or termination of coverage. The Additional Insured status shall be applicable to the general liability coverage. ESP shall provide a copy of the Automobile Liability coverage, which shall be in the amount of \$1,000,000.00 Combined Single Limit if employees of ESP drive ESP vehicles onto the City's property. ESP shall provide a copy of the Employers Liability coverage, which shall be in the amount of \$1,000,000.00/\$1,000,000.00/\$1,000,000.00. ESP's insurance shall be primary coverage without right of contribution from any insurance of the City. ESP shall maintain at its sole expense property insurance covering the Generating Facility only. The amount of coverage will be sufficient to repair or replace the Generating Facility's components as is necessary to ensure good working order. ESP shall bear all risk of loss with respect to the Generating Facility, except for losses arising solely from negligent actions or intentional misconduct by the City or its employees, directors, officers, managers, members, shareholders or agents. Except as otherwise set out herein, all other property insurance shall be the responsibility of the City.

16. Taxes

Subject to the provisions of Section 14 hereof, ESP shall pay all possessory interest taxes, business or license taxes or fees, service payments in lieu of such taxes or fees, annual or periodic license or use fees, excises, assessments, bonds, levies, fees or charges of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority due to ESP's ownership, use and/or operation of the

Generating Facility (or any portion or component thereof) and ESP's generation, sale or delivery of Energy Output, except (i) real and personal property taxes relating to the real property on which the Leased Premises is situated, (ii) inheritance or estate taxes imposed upon or assessed against the Leased Premises, or any part thereof or interest therein, (iii) taxes computed upon the basis of the net income or payments derived from the Leased Premises by the City or the Owner of any interest therein, (iv) taxes, fees, service payments, excises, assessments, bonds, levies, fees or charges of any kind which are adopted by any public authority after the date hereof relative to realty, and (v) taxes, assessments, or charges assessed against any consumption of the Energy Output by the City. The City shall pay all amounts in connection with clauses (i), (ii), (iii), (iv) and (v) of this Section 16. ESP shall also be responsible for all taxes, assessments, or charges assessed against any Environmental Incentives and any equipment installed by ESP as part of the Generating Facility. ESP shall also be responsible for any tax levied on renewable energy systems. Except as otherwise set out herein, all other property taxes, assessments and charges shall be the responsibility of the City. The City shall reimburse ESP for any property taxes resulting from the Generating Facility that are paid by ESP during the Term and any extended or renewal term, as those property taxes are amended from time to time.

17. Default and Remedies

(a) With respect to a Party, there shall be an event of default (each an "Event of Default") if:

(i) such Party fails to pay any undisputed amount within ten (10) days after receiving written notice that such amount is overdue; or

(ii) except as otherwise set forth in this Section 17(a), such Party is in breach of any representation or warranty set forth herein or fails to perform any material obligation required by this Agreement, or if the City breaches the Interconnection Agreement, the TVA Participation Agreement or any agreement entered into in connection with an Alternative Arrangement, and such breach or failure is not cured within thirty (30) days after notice from the non-defaulting Party; provided, however, that the cure period shall be extended by the number of days during which the defaulting Party is prevented from taking curative action solely by Force Majeure (as defined in Section 18) if the defaulting Party has begun curative action and was proceeding diligently towards completion, using commercially reasonable efforts to complete such curative action.

(b) Upon an Event of Default by one Party, the other Party shall have the right, but not the obligation, to terminate or suspend this Agreement with respect to all obligations arising after the effective date of such termination or suspension (other than payment obligations relating to obligations arising prior to such termination or suspension) and to pursue all remedies available to it at law or in equity. In addition, the defaulting Party shall be liable to reimburse the non-defaulting Party for such non-defaulting Party's expenses and costs relating to such Event of Default, including reasonable attorney fees and court costs.

(c) Upon termination or suspension of this Agreement prior to the end of the Term, ESP shall have the right, but not the obligation (unless required by the City pursuant to the terms of this Agreement) to remove the Generating Facility, together with any related wiring, cabling, and other equipment of ESP, unless the City elects to purchase the Generating Facility for its Buy-Out Price, as herein set out. (d) Any waiver at any time by either Party of its rights with respect to an Event of Default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any subsequent default or other matter. Any waiver under this Agreement must be in writing.

(d) Notwithstanding any provision to the contrary in this Agreement, neither the City nor any party related to the City shall bear or be deemed to bear any significant financial burden if there is

nonperformance by ESP under this agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code.

(e) Notwithstanding any provision to the contrary under this Agreement, neither the City nor any party related to the City shall be deemed to receive any significant financial benefit if the operating costs of the Generating Facility are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Generating Facility are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code.

18. Force Majeure

(a) If either Party is delayed in or prevented from performing or carrying out its obligations under this Agreement by reason of any cause beyond the reasonable control of, and without the fault or negligence of such Party (an event of "Force Majeure"), such circumstance shall not constitute an Event of Default, and such Party shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from, or arising out of, such delay or prevention; provided, however, that the Party encountering such delay or prevention shall use commercially reasonable efforts to remove the causes thereof (with failure to use such efforts constituting an Event of Default hereunder). The settlement of strikes and labor disturbances shall be wholly within the control of the Party experiencing that difficulty.

(b) As used herein, the term "Force Majeure" shall include, without limitation, (I) sabotage, riots or civil disturbances, (ii) acts of God, (iii) acts of the public enemy, (iv) acts of vandalism, (v) terrorist acts affecting the Site, (vi) volcanic eruptions, earthquake, hurricane, flood, ice storms, explosion, fire, lightning, landslide or similarly cataclysmic occurrence, (vii) requirement by Utility that the Generating Facility discontinue operation for any reason beyond the control of the Parties, (viii) appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof, or (ix) any other action by any governmental authority beyond the control of the Parties which prevents or prohibits the Parties from carrying out their respective obligations under this Agreement. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

19. Liability and Indemnity

ESP shall indemnify, defend and hold the City and its employees, directors, officers, managers, members, shareholders and agents (each, in such case, an "Indemnified Party") harmless from and against any and all claims, suits, damages, losses, liabilities, expenses and costs suffered or incurred by any Indemnified Party (including reasonable attorneys' fees) including, but not limited to, those arising out of property damage (including environmental claims) and personal injury and bodily injury (including death, sickness and disease). This Section 19 shall survive termination of this Agreement.

20. Publicity

By executing this Agreement, the City consents to ESP publishing factual information related to the Generating Facility on its website (or the website of an Affiliate) and through other forms of electronic media. Such information may include, but is not limited to, the location of the Generating Facility, the name of the Generating Facility's Host, in this case the City, and other features of the Generating Facility.

21. Confidentiality

All non-public information provided by either Party to the other or which is identified by the disclosing Party in writing as confidential or proprietary information shall be treated in a confidential manner and

shall not be disclosed to any third party without the prior written consent of the non-disclosing Party, which consent shall not be unreasonably withheld. Notwithstanding the preceding, this Section and the restrictions herein contained shall not apply to any data or documentation which is:

- (a) required to be disclosed pursuant to state or federal law, an order or requirements of a regulatory body or a court, after five (5) business days notice of such intended disclosure is given by the disclosing Party to the non-disclosing Party or if five (5) business days notice is not practical, then such shorter notice as is practical;
- (b) disclosed by a Party to an Affiliate of such Party or in connection with an assignment permitted by Section 23; or
- (c) is, as of the time of disclosure, public knowledge without the fault of the disclosing Party.

ESP 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. City may be required to disclose documents under state or federal law. City shall notify ESP if a request for documents has been made and shall give ESP a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, ESP 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 ESP's representation that materials supplied by ESP (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads ESP and ESP assumes control over that claim.

22. Records

Each Party hereto shall keep complete and accurate records of its operations hereunder and shall maintain such data as may be necessary to determine with reasonable accuracy any item relevant to this Agreement. Each Party shall have the right to examine all such records insofar as may be necessary for the purpose of ascertaining the reasonableness and accuracy of any statements of costs relating to transactions hereunder.

23. Assignment

(a) Neither Party shall have the right to assign any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, ESP may transfer, pledge or assign any of its rights, duties or obligations under this Agreement to a secured lender for financing the purchase of the Generating Facility ("Lender") without prior written consent from the City.

(b) With respect to a transfer, pledge or assignment by ESP to a Lender for financing the purchase of the Generating Facility, the City and ESP acknowledge and agree that upon receipt of written notice and direction by any such Lender of ESP that ESP is in default under its financing agreements with Lender, and notwithstanding any instructions to the contrary by ESP, the City shall (i) make any and all payments due and owing by the City under this Agreement directly to Lender, and (ii) tender performance of any and all other covenants by the City under this Agreement to and for the benefit of Lender and as Lender may direct in the future. Furthermore, if directed in writing by Lender, the City will recognize such Lender, or any third party to whom such Lender has reassigned the rights of ESP under this Agreement, as the proper and lawful provider of power under this Agreement and fully entitled to receive payments with respect thereto and possessing all other rights of ESP hereunder so long as such Lender (or its

assignee or designee) performs the obligations of ESP hereunder. The City shall be protected and shall incur no liability in acting or proceeding in good faith upon any such foregoing written notice and direction by Lender which the City shall in good faith believe (a) to be genuine and (b) a copy of which to have been delivered to ESP. The City shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such foregoing notice and direction, but may accept and rely upon them as conclusive evidence of the truth and accuracy of such statements.

24. Amendments

No modification of this Agreement shall be effective except by written amendment executed by the Parties; provided, however, if the City has been notified that ESP has assigned any of its rights, duties or obligations under this Agreement to a Lender, then the prior written consent of Lender is required as well.

25. Notices

Any notice required or permitted to be given in writing under this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by facsimile (provided an identical notice is also sent simultaneously by mail, overnight courier, or personal delivery as otherwise provided in this Section 25). All such communications shall be mailed, sent or delivered, addressed to the party for whom it is intended, at its address set forth below:

If to ESP:

Energy Source Partners, LLC Attn: Ronald B. Merville, Jr.
2505 21st Avenue South, Suite 301
Nashville, TN 37212

With a copy to:

CorbettCrockett
Attn: Lee Corbett
3100 West End Avenue
Suite 1050 American Center
Nashville, Tennessee 37203

If to the City:

Eric Stuckey, City Administrator
109 3rd Avenue South
Franklin, TN 37065

With a copy to:

The City of Franklin
Attn: Shauna R. Billingsley
109 3rd Avenue South
Franklin, Tennessee 37064

All notices shall be deemed to have been received when delivered in person, sent by facsimile with electronic confirmation of successful transmission, or three (3) days after being sent by registered or certified mail as provided above.

26. Waiver

The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision, or any subsequent breach of the same, or any other term, condition, or provision contained herein.

27. Remedies Cumulative

Except as otherwise expressly provided for herein, no remedy herein conferred upon or reserved to ESP or the City shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

28. Headings

The headings in this Agreement are solely for convenience and ease of reference and shall have no effect in interpreting the meaning of any provision of this Agreement.

29. Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Tennessee

(without regard to its conflicts of laws principles).

30. Binding Effect

The terms and provisions of this Agreement, and the respective rights, privileges, duties and obligations hereunder of each Party, shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

31. Third Party Beneficiaries

Nothing in this Agreement shall provide any benefit to any third party (other than the Lender pursuant to Sections 23 and 24) or entitle any third party to any claim, cause of action, remedy or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

32. Counterparts

This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile signatures shall have the same effect as original signatures and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

33. Other Agreements

This Agreement, the Interconnection Agreement and the TVA Participation Agreement represent the full and complete agreements between the Parties with respect to the subject matter contained herein and supersedes all prior written or oral agreements between the Parties with respect to said subject matter.

34. Set-Off

Except as otherwise set forth herein, each Party reserves to itself all rights, set-offs, counterclaims and other remedies and/or defenses to which it is or may be entitled, arising from or out of this Agreement or arising out of any other contractual arrangements between the Parties. Other than as otherwise set out herein, all outstanding obligations to make and rights to receive, payment under this Agreement may be offset against each other.

35. Severability

Should any provision of this Agreement for any reason be declared invalid or unenforceable by final and non-appealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Agreement had been executed without the invalid portion.

36. Survival

Any provision(s) of this Agreement that expressly or by implication comes into or remains in full force following the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

37. Cooperation

Upon the receipt of a written request from the other Party, each Party shall execute such additional documents (e.g. Interconnection Agreement, TVA Participation Agreement), instruments and assurances as negotiated in good faith and mutually agreed to by the Parties, and take such additional actions as are reasonably necessary and desirable to carry out the terms and intent hereof. Neither Party shall unreasonably withhold condition or delay its compliance with any reasonable request made pursuant to this Section. Without limiting the foregoing, the Parties acknowledge that they are entering into a long-term arrangement in which the cooperation of both of them will be required.

38. No Partnership

This Agreement is not intended, and shall not be construed, to create any association, joint venture, agency relationship or partnership between the Parties or to impose any such obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act as or be an agent or representative of, or otherwise bind, the other Party.

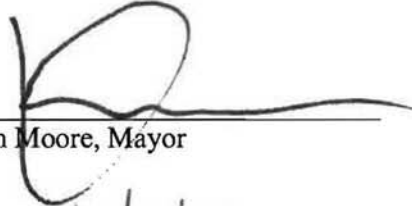
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

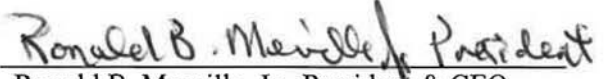
THE CITY OF FRANKLIN

ENERGY SOURCE PARTNERS

By:


Dr. Ken Moore, Mayor

By:


Ronald B. Merville, Jr., President & CEO

Date:

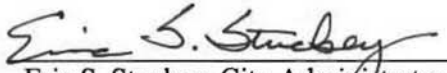
12/13/13

Date:

12-10-13

ATTEST

By:

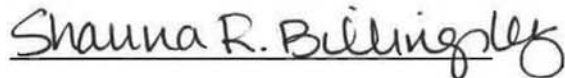

Eric S. Stuckey, City Administrator

Date:

12-12-2013

APPROVE AS TO FORM:

By:



Date:

December 12, 2013

EXHIBIT A

Electrical Line Drawing
(See Attached)

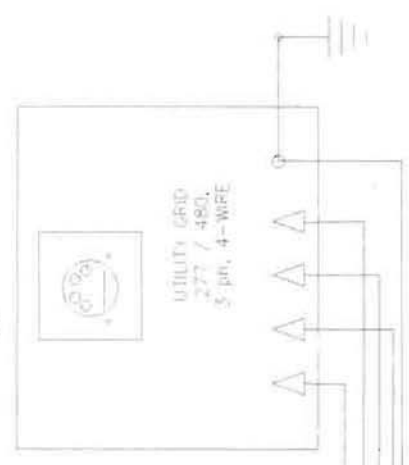


1. ALL WORK SHALL BE INSTALLED AND FINISHED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250, AND THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250.
2. ALL WORK SHALL BE INSTALLED AND FINISHED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250, AND THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250.
3. ALL WORK SHALL BE INSTALLED AND FINISHED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250, AND THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250.
4. ALL WORK SHALL BE INSTALLED AND FINISHED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250, AND THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250.
5. ALL WORK SHALL BE INSTALLED AND FINISHED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70B, THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250, AND THE NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA) 250.

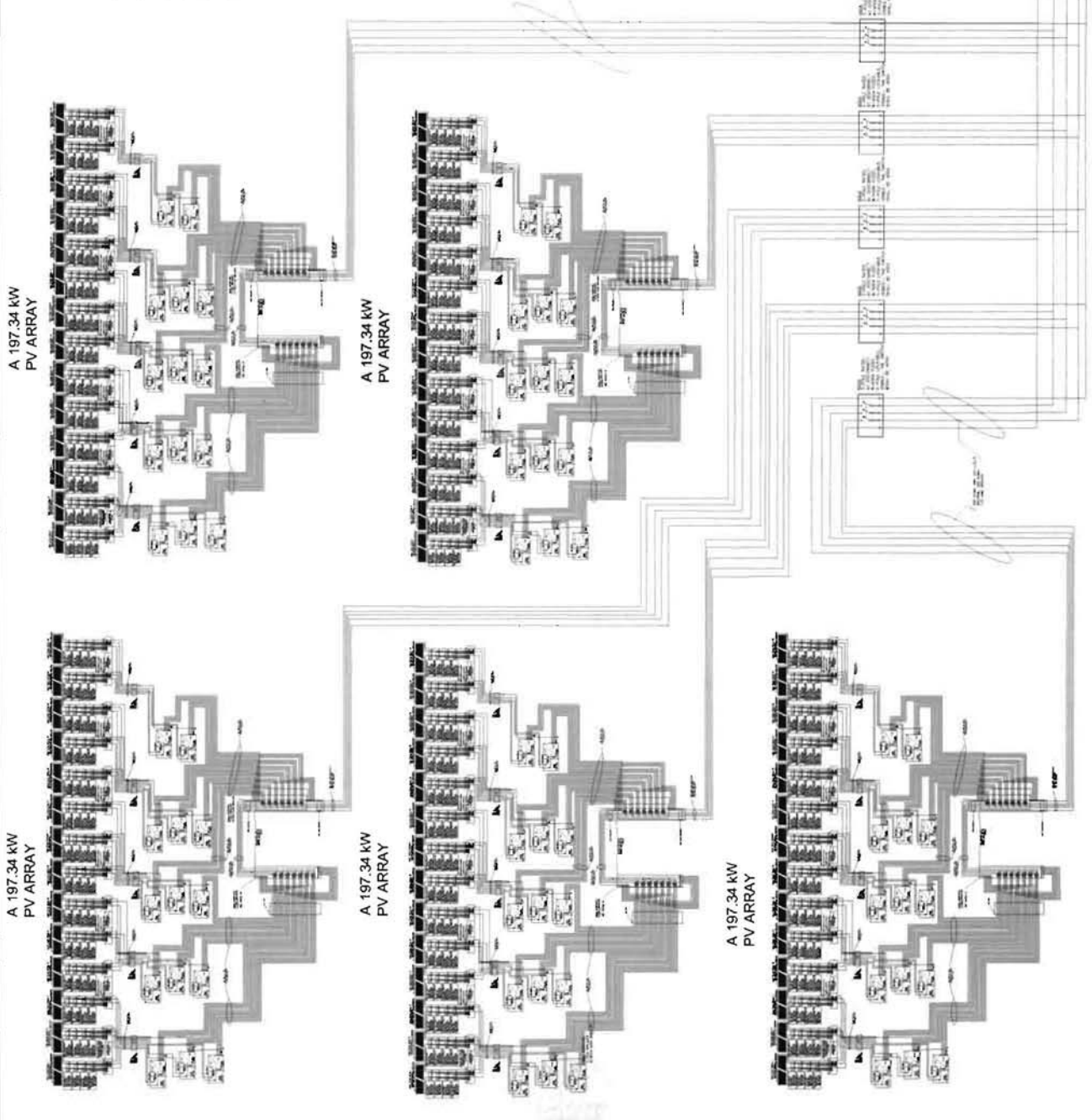
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8	1000' 12/2 THHN	1000	ft
9	1000' 12/2 THHN	1000	ft
10	1000' 12/2 THHN	1000	ft

THE MAXIMUM AVAILABLE
 FAULT CURRENT IS:
 15000A

METERED MTEMC
 TRANSFORMER
 TBD



(5) - 197.34 kW
 PV ARRAYS
 COMBINED
 AT METERED MTEMC
 TRANSFORMER (TBD)
 986.7 kW TOTAL
 POWER





**ADDENDUM TO
ENERGY SOURCE PARTNERS
SOLAR SERVICES AND SITE LEASE AGREEMENT**

This Addendum to Solar Services and Site Lease Agreement (the "**Addendum**"), effective as of _____, 2015 (the "**Effective Date**"), is by and among Energy Source Partners, LLC, a Tennessee limited liability company ("**ESP**"), TA Solar ProjectCo 12, LLC, a Delaware limited liability company ("**Buyer**") and the City of Franklin, a Tennessee municipal corporation (the "**City**").

WHEREAS, ESP and the City entered into that certain Solar Services and Site Lease Agreement, dated December 12, 2013 (the "**Services and Lease Agreement**"), wherein the parties set forth certain rights and obligations related to a 1 MW solar project located at 135 Claude Yates Dr., Franklin, Tennessee 37064 (the "**Project**") .

WHEREAS, ESP and Buyer have entered into that certain Asset Purchase Agreement, dated May 11, 2015 (the "**Purchase Agreement**"), pursuant to which, among other things, ESP agreed to assign all of its right, title and interest in, and Buyer has agreed to assume all of Seller's duties and obligations in connection with, the Project, including without limitation the Services and Lease Agreement.

WHEREAS, ESP has assigned all of its right, title and interest in and to the Services and Lease Agreement and Buyer has assumed all of ESP's duties and obligations in connection with the Services and Lease Agreement and agreed to pay, perform and discharge, as and when due, all of the obligations of ESP in connection with the Services and Lease Agreement accruing on and after the Effective Date.

WHEREAS, the parties desire to amend the Services and Lease Agreement to reflect the consent of the City as to the transfer of the Project to the Buyer.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Consent of the City. The City hereby consents to and approves the assignment by ESP and the assumption by Buyer of the Services and Lease Agreement as of the Effective Date.
2. Amendment. The Services and Lease Agreement is hereby amended to replace Energy Source Partners, LLC with TA Solar ProjectCo 12, LLC, a Delaware limited liability company, in all respects. The notice address for Buyer is as follows:

TA Solar ProjectCo 12, LLC
David H. Trepeck
7660 Fay Avenue, #H-306
La Jolla, CA 92037

With a copy to:

Brian J. Nese
Stoel Rives, LLP
12255 El Camino Real, Suite 100
San Diego, CA 92130

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Tennessee.
4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
5. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Addendum.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Addendum to be effective as of the date first above written.

ESP:

ENERGY SOURCE PARTNERS,
LLC, a Tennessee limited liability
company

By _____
Name:
Title:

BUYER:

TA SOLAR PROJECTCO 12, LLC,
a Delaware limited liability company

By _____
Name:
Title:

CITY:

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to form by:

Kristen L. Corn, Staff Attorney

July 2015

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2015

Sun	Mo	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/ 30	24/ 31	25	26	27	28	29

September 2015

Su	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2015

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2015

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30			TBD		

December 2015

Sun	Mo	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	JAN 1	TBD	

Finance



CIC



BOMA



Holiday



Election



REVISED 5-01-15