



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, March 10, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0124](#) Consideration of Proposed Wings Of Hope Statue To Be Erected At Pinkerton Park by SHARING of Middle TN, Inc.

Sponsors: Lisa Clayton
Attachments: [Sharing Middle TN Pinkerton Park Project 2015.docx](#)

2. [15-0226](#) Consideration of Bid Award To Rye Engineering PLC Of Erin, Tennessee For Water Distribution System Leak Detection Services, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2015-022; \$25,000 Budgeted In 421-82560-52109 For Fiscal Year 2015; Contract No. 2015-0056)(03-10-15 WS)

Sponsors: Mark Hilty
Attachments: [2015-022 Bid Tab 2015.02.23.1729](#)
[2015-0056 Procurement Agreement, signed by vendor, with attachments](#)

3. [15-0236](#) Consideration of Ordinance 2015-02, An Ordinance To Amend Title 12, Chapter 10 Of The Franklin Municipal Code Amending The International Residential Code, 2012 Edition, Requiring Fire Sprinklers In Some Townhomes (03/24/15 BOMA 6-0) SECOND AND FINAL READING

Sponsors: Chris Bridgewater and Andy King
Attachments: [ORD 2015-02 Amend IRC for Townhouse Sprinkler Provisions 022015 final](#)
[SFMO Audit 2014 Residential Inspection Program](#)
[TN 0780-02-02.20081216](#)
[TN 0780-02-23.20100627](#)

4. [14-545](#) Consideration of Ordinance 2014-28 Amending Table 3-2 of the Zoning Ordinance: Permitted Uses and Chapter 8 Definitions, to Allow Short-Term Vacation Rentals in Various Zoning Districts (10/23/14 FMPC 7-0: 4-14-15 BOMA 1st Reading 8-0; 5-26-15 BOMA 2ND Reading 7-0); THIRD AND FINAL READING

Sponsors: Vernon Gerth and Chris Bridgewater

Attachments: [2014-28 FMPC 10-23-14](#)
[2014.09.20 transient rental cabin information memo-rev 1](#)
[Metro Ordinance - STVR Vacation Rentals 04-2015.docx](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
11/11/14	Work Session	referred to the Work Session
11/11/14	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen
11/25/14	Work Session	deferred
11/25/14	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen

5. [15-0228](#) Consideration Of Bid Award To Landscape Services, Inc. Of Nashville, Tennessee In The Estimated Total Amount Of \$30,900 Per Mowing Season For City Facility Landscaping And Related Contract Services Through Calendar Year 2016, With One (1) Option To Extend The Term Of Service For Calendar Year 2017, For The Facilities Maintenance Department (Purchasing Office Procurement Solicitation No. 2015-028; \$30,000 Budgeted In 110-82599-41320 For Fiscal Year 2015; Contract No. 2015-0055) (03/10/15 WS)

Sponsors: Brad Wilson

Attachments: [2015-028 Bid Tab 2015.02.23.0815](#)
[2015-0055 Procurement Agreement, signed for vendor, with attachments](#)

6. [15-0211](#) Follow Up Discussion Regarding Resolution 2015-28, A Resolution Concerning Appropriation Of Funds To Franklin First United Methodist Church (COF Project 2665) (Resolution 2015-28 Approved at 04/28/15 BOMA - Option C)

Sponsors: Eric Stuckey

Attachments: [Franklin First United Methodist Church - Letter](#)
[MAP Franklin first United Methodist Church.pdf](#)
[Res 2015-28 Resolution for Franklin First United Methodist Churchs DP Comme](#)

7. [15-0269](#) Consideration Of A Water Main Construction Agreement (COF Contract 2014-0326) With Rural Plains Partnership For Berry Farms Section 4. (03/10/15 WS)
- Sponsors:** Paul Holzen
- Attachments:** [Rural Plains Water Main Agreement 2014-0326.pdf](#)
[Rural Plains Water Main Agreement Exhibit A 2014-0326.pdf](#)
[Rural Plains Water Main Agreement Exhibit B 2014-0326.pdf](#)
8. [15-0249](#) Consideration of Resolution 2015-15 "A Resolution Authorizing Condemnation for the Acquisition of Right-of-Way and Easements for the SR-96 West Pedestrian Facility Improvements Project" (03/10/15 WS).
- Sponsors:** David Parker and Paul Holzen
- Attachments:** [Res 2015-15 Condemnation of properties for Hwy 96 west sidewalk.docx](#)
[RESOLUTION 2015-15 EXHIBIT A.docx](#)
9. [15-0250](#) Consideration of Resolution 2015-14, "A Resolution Authorizing Condemnation for the Acquisition of Right-of-Way and Easements for the SR-96 East Pedestrian Facility Improvements Project" (03/10/15 WS).
- Sponsors:** David Parker and Paul Holzen
- Attachments:** [RESOLUTION 2015-14 EXHIBIT A.docx](#)
[Res 2015-14 Condemnation of properties for Hwy 96 east sidewalk.docx](#)
10. [15-0255](#) Consideration of an Interlocal Agreement with Williamson County for Joint Response of Joint Law Enforcement Assistance (COF Contract No. 2015-0050) (03/10/15 WS)
- Sponsors:** Deb Faulkner
- Attachments:** [PD City of Franklin Interlocal-Final.doc](#)
11. [15-0233](#) Discussion Regarding Harpeth Square Development Parking Financing
- Sponsors:** Eric Stuckey and Vernon Gerth
- Attachments:** [Harpeth Sqr Eco Impact 4-2015.pdf](#)
[Second Ave Economic Development Plan first draft](#)
[Development plan exhibits](#)
- Legislative History**
- | | | |
|---------|--------------|----------|
| 2/24/15 | Work Session | deferred |
|---------|--------------|----------|

Other Business

Adjournment

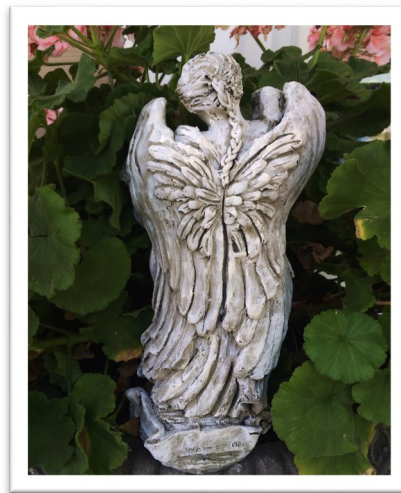
Anyone requesting accommodations due to disabilities should contact ADA coordinator at 550-5721.



January 9, 2015

To: Lisa R. Clayton
Parks Director
City of Franklin

Proposal: **Wings of Hope Statue to be erected at
Pinkerton Park in Franklin, TN**



What is the goal of this project?

The goal of this project is to secure a sacred space at Pinkerton Park for our bereaved families to gather, remember and grieve for pregnancies or infants lost. It will also be a symbol of Hope gifted by the citizen of Williamson County to remind them that they are not alone and a reminder of the beautiful life all around them in nature's setting. This space will be available for use any time by bereaved families and be part of annual memorial events. There is no such space in Williamson County.

How does it benefit the community?

Our community would benefit greatly by having a sacred space specifically for the bereaved who have lost a child; it would be a symbol that he/she is not alone with his/her grieving – that our whole community feels the loss of a child in our community – not knowing what his or her contribution would have been. Also, some families may not have the financial ability or the opportunity to arrange funerals, burial services, a headstone, or any sacred place to remember their baby.

Some families received nothing if the fetus was lost prior to 20 weeks gestational age. The Wings of Hope monument would provide these families something tangible.

Please see attachment A.

To date, 300+ families have signed the petition to have a Wings of Hope statue erected at Pinkerton Park.

What is the SHARING of Middle TN organization?

SHARING of Middle TN, Inc. is a support group for parents who have experienced miscarriage, stillbirth, or early infant loss. Meetings are designed to help parents, grandparents, siblings, and loved ones sort through the grief process in a safe environment among others who have experienced similar losses. *SHARING* holds open free support meetings twice a month in Nashville. Through this connection, grieving families are brought together through the shared loss of a pregnancy or infant. Groups are led by parents, and attended by health care professionals. *SHARING* is a chapter of National Share Pregnancy and Infant Loss, Inc. and has been in operation for over 25 years in Middle Tennessee.

Has a location been identified at Pinkerton Park?

Yes.

Please see attachment B.

Have the contractors been identified to complete this project?

Yes. MTSU has agreed to complete the concrete portion of this project. They will create walkway to the monument, concrete circular floor pad, concrete wall and concrete pedestal for Angel of Hope monument.

Please note that MTSU has awarded grant monies to SHARING that will need to be utilized by July 1, 2015

Dr. Heather Brown, MTSU: Department Chair and Associate Professor of Concrete Industry will over see the concrete portion of this project.

Josh Cornwall, Contractor/Owner of Dusty & Son Concrete LLC will be performing the concrete work.

John Watts, Professor at O'Moore College of Design will sculpt the Angel of Hope Monument and transport the monument to Pinkerton Park.

Can you describe the sacred space area?

Yes. The sidewalk would be wheel chair accessible and extend to the concrete circular pad. The circumference of the pad would be 28 feet. There would be a 4-foot walk path around the parameter of the circular pad. 4-foot in from the edge, a memorial wall would be constructed of concrete. This wall would begin at 2 feet and peak to 4 feet, and then gradually descend to 2 feet. This wall will be 8 inches in thickness. The top of the wall would be peaked to discourage climbing by visitors. The wall would be stamped to

resemble large rocks. Each rock would contain a child's name to be memorialized. The name would be sand blasted into the concrete wall. This wall will accommodate 1200 names. 10 feet in from the wall will stand the Wings of Hope Monument. We will work with the Parks Department to also include flowering annuals and park benches (for donor gifted purposes).

Please see attachment C.

Can you give the specifications/materials in the Wings of Hope statue?

Yes. The Wings of Hope statue will be an original art piece, created from limestone. It will be hand sculpted by Professor John Watts. Its height would be 50 inches, 24 inches wide and 20 inches deep. The statue would sit on a 2 foot by 2-foot pedestal. The statue depicts a woman, a mother, swaddling a newborn with an angel (child) perched on each of her shoulders. The statue would have the words "Hope," engraved on the banner located at the bottom of the statue. It would also have detailed wings of a butterfly worn by this woman on the back of the statue.

Who will handle the personalization of memorial rocks on wall?

SHARING of Middle TN will offer personalization of rocks twice a year. *SHARING* would collect monies and coordinate with contractor.

Will this sacred space need any on-going maintenance?

No. The concrete would be reinforced and would not need any yearly maintenance. It is highly recommended not to power wash. If statue becomes dirty and dusty, simply use a light broom.

SHARING of Middle TN is willing to keep a maintenance fund available to the City of Franklin Parks with a minimum of \$500 in the account for any emergency repairs that may arise.

What is the project time line?

Construction would begin in late spring 2015. *SHARING* would hold a dedication ceremony on the first Saturday in October 2015.

Please note that MTSU has awarded grant monies that will need to be utilized by July 1, 2015

SHARING of Middle TN would like to kick off campaigns to collect funds for this project at the October 4, 2014 Walk for Remembrance & Hope event that is held (every year) at Pinkerton Park.

Attachment A:

change.org

SHARING of Middle TN

Recipient: Williamson County

Letter: Greetings,

SHARING is using this petition to measure support for The Angel of Hope statue to be erected at a park in our local community.

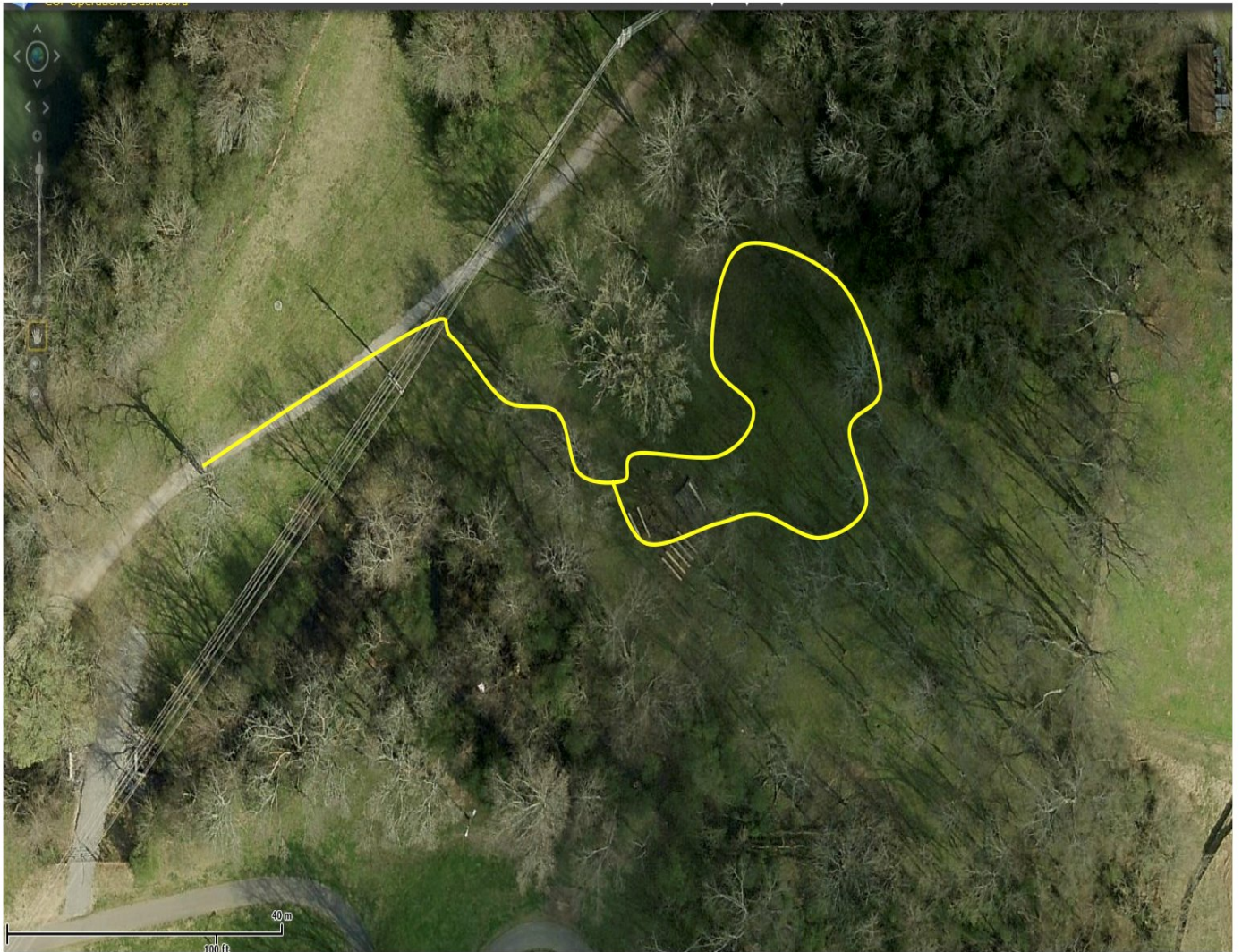
Web link to Petition: <https://www.change.org/p/williamson-county-approve-a-sacred-space-for-an-angel-of-hope-statue-to-be-erected-at-a-park-in-our-local-community>

Name	Location	Date	Comment
paula keith	portland, TN	2014-02-19	i have suffered from infant and pregnancy loss.
Dayna Suttles	Mt. Juliet, TN	2014-02-19	In honor of Hope Madison...
Nancy Huguley	Nashville, TN	2014-02-19	To honor my brother's memory, Dan Wilton Ward, JR (08/05/1955-08/08/1955) and provide my parents a physical place to find comfort and peace standing beside others on the same journey.
Missy Cook	Franklin, TN	2014-02-19	In support of my friend, Susan, to honor sweet Hannah!
Susan Skinner	Franklin, TN	2014-02-19	In honor of my little one who never made it into this world.
Mary Barnes	Nashville, TN	2014-02-19	It is a special place wherein we can remember and honor our babies and participate in the Candlelight Ceremony held simultaneously around the world around the Angel of Hope Statue. It would be an asset to our Sharing community, our local chapter of the national SHARE
Mary Barnes	Nashville, TN	2014-02-19	in memory of Alexander Oliver Barnes
Mary Barnes	Nashville, TN	2014-02-19	and for our SHARING community
JACQUELINE MARCHUK	Knoxville, TN	2014-02-19	For my friends in memory of their son, Alexander Oliver Barnes.
DeAnne Bruinsma	Franklin, TN	2014-02-19	Death of loved ones should be honored
Sara Goertel	Darien, CT	2014-02-19	In loving memory of Alexander Oliver Barnes
tammy west	murfreesboro, TN	2014-02-19	I lost my grandson this year!
Alyson Whetstone	Brentwood, TN	2014-02-19	To support my friend Susan and to honor her dear Hannah.
Tonya McCullough	Franklin, TN	2014-02-20	I lost a sister. I would love a way to remember her. Such a precious idea.
Rhonda McGuire-Callmpbe	Old Hickory, TN	2014-02-20	to honor my son, Declan, and other angel babies
Delisa Locke	Franklin, TN	2014-02-20	To honor Hannah, Dylan and Bruce all gone too soon.
Janaki Ramanathan	Decatur, AL	2014-02-20	In support of my friend, Mary for remembrance of their sweet baby boy.
Alison Butler	Goodlettsville, TN	2014-02-22	I work with families who experienced pregnancy and infant loss. It is important to the healing process that memorials be avialble to them to validate their loss and convey that it matters to the larger community. Many families have very little in the way of memories as the life was so brief - symbolic memorials like this statue would be a tremendous source of comfort.
suzanne campbell	stlouis, MO	2014-02-24	parks matter
beth trivett	hendersonville, TN	2014-02-25	Its important to me because I lost two children. One to a miscarriage and the other baby boy lived only three hours.Its important to have something you can see and touch to help the healing process.
billie stahlschmidt	st charles, MO	2014-02-25	I'm a bereaved mother and we have the angel of hope where I live. The angel is beautiful and having a brick with my childs name is comforting and it warms my heart when I go visit the angel.
Angie Guiotta	Lascassas, TN	2014-02-27	In support of my dear friend, Ashley, that lost her baby boy far too soon.
Tammy Sellars	Smyrna, TN	2014-02-27	Show my support for a wonderful young lady, Ashley and her husband Daniel. They lost their beautiful baby boy.
cassandra allison	newport, TN	2014-03-04	we all need a angel og hope
Miranda Inman	Lebanon, TN	2014-03-04	In support of Andrea and Chase Hess and their three little ones born too soon.

Name	Location	Date	Comment
Summer McNabb	White House, TN	2014-03-04	In support of Chase and Andrea Hess and their children born too soon.
Chelsea Davis	Hendersonville, TN	2014-03-04	losing a child causes more pain than many know. There should be a place for people to remember their children in peace and to validate their lives, no matter how short.
Amy Stambaugh	Goodlettsville, TN	2014-03-04	To honor our son, Howard Reid, and all of the other babies lost too soon.
wendy lewis	Henry, IL	2014-03-04	because of what it stands for... "HOPE" ... :)
Ashley Proctor	White House, TN	2014-03-04	I have also lost a baby and I think it is very important for people to have a place they can go and remember the little ones.
Sharon Fitch	Greenbrier, TN	2014-03-04	Looking forward to a tangible place for all who have endured the loss of their babies to gather and remember. Also a place to show the world that we will never forget, but we will continue forward.
Laura Brown	Franklin, TN	2014-03-04	Thank you so much for this opportunity! We can walk to Pinkerton and would be so thankful to see the Angel of Hope there for our daughter.
Carol Clevenger	Pensacola, FL	2014-03-05	Our family has been impacted by these angels!
Tangelia Cannon	Smyrna, TN	2014-03-05	Before I was born, my mother had a miscarriage. Although I never knew my brother, I know the heartbreak that she felt. It also affected me growing up. I always felt like I was missing something and would think of what life might have been like had he lived. In fact, I still think of him often and imagine what he would have looked like. Many of my friends that have lost their children, either pre-birth or while the children were infants. I believe that this would be a place for all of us to go and think of those beautiful lives that were lost too soon.
Shannon Hampton	Brentwood, TN	2014-03-05	A friend of mine lost her sweet baby girl!
Tiffany Jenks	Columbia, TN	2014-03-05	In memory of Margaret Brown
Diane Berger	Brentwood, TN	2014-03-05	Margaret Brown
Helen Nikole Elmore	Nashville, TN	2014-03-05	Margaret Ruth Brown
katie winstead	Brentwood, TN	2014-03-05	It's important because Laura is a good friend to many of us:) We all love Margaret and want to show our support any way we can.
Elizabeth Clements	Franklin, TN	2014-03-05	Margaret Brown was lost, but will never be forgotten. This would be so meaningful to her family and so many other families who have dealt with similar situations.
Kristen Douglass	Nashville, TN	2014-03-05	It would be a place that our friends and families could gather to remember the all too short life of Margaret Brown, and it would be uplifting for the brother and sister she never got to meet.
Christina Coombs	Franklin, TN	2014-03-05	The family of Margaret Brown, like so many others, will benefit immeasurably with an Angel of Hope statue in Pinkerton Park. This is a place where families come to be together, and it would be wonderful to feel as though your beloved child is remembered there too.
Amelia Smith	Franklin, TN	2014-03-05	I want my sister's beautiful angel, Margaret Lee, to have a place where everyone can remember her.
Pam Rosas	Timonium, MD	2014-03-06	In memory of our daughter, Sara Catherine Rosas
Carolyn Carter	Germantown, TN	2014-03-06	I am an NICU nurse. I am signing for the babies who are in heaven.
jessica hawkins	franklin, TN	2014-03-06	A way for us all to remember those who have gone before us and those we will reunite with again.
Peggy Martin	Nashville, TN	2014-03-06	Asked by a friend.
Rebecca Charlton	Hendersonville, TN	2014-03-06	For the persons who have angels that have left their lives too soon...
Leslie Nix	Franklin, TN	2014-03-06	Margaret Lee Brown

Name	Location	Date	Comment
Tammy Bennett	Myrtle Beach, SC	2014-03-06	A girl I have known since 1995--and watched grow up--lost her baby at 40 wks. I want to show my support for her and this cause because I have lost a 23-yr-old son, and I cannot even imagine the pain of losing an infant. Any parent who loses a kid needs all the support they can get, and they need to know people care. What a great idea this is, and I would love to see one @ Pinkerton.
Debbie Oaks	Brentwood, TN	2014-03-06	Asked by a friend
Becky Richardson	Brentwood, TN	2014-03-06	For Baby Margaret
Dawn Theriot	Franklin, TN	2014-03-06	Help honor the lives lost and provide of place for grieving families to gather
Jessica Weaver	Winston Salem, NC	2014-03-06	Because people need hope.
Laura Rosas	Germantown, TN	2014-03-06	In memory of my sister Carol Keith, and my granddaughter, Logan Anne.
Emily Tomlin	Franklin, TN	2014-03-06	This is for sweet baby Margaret. xoxo
Lynn Rosas	Bartlett, TN	2014-03-06	For Sara Catherine and Logan Anne.
Pamela Stevens	MT. Juliet, TN	2014-03-06	We need : Hope, Love and Peace.
Kathy Davis	Oregon, WI	2014-03-06	Our daughter lost her child at 18 weeks. We feel these babies deserve a place to be remembered.
Nikole Jameson	Spring Hill, TN	2014-03-06	We have 4 angels and would love to have this in remembrance of our children
Lynn Harvey	Colfax, WI	2014-03-07	My nephew & his wife have lost a baby and are supporters of this project.
Jo Terry	Knoxville, TN	2014-03-08	Our daughter's best friend lost a full term baby last year. We are signing to support this public memorial to help bring comfort to that family and others.
Pat Strickland	Charleston, WV	2014-03-28	To honor our friends who lost their granddaughter.
Joana Coblenz	Mount Juliet, TN	2014-05-01	We lost our daughter Collins Noelani Coblenz on Dec 11, 2013 and would love to have a special place in Nashville honoring her and other babies and their families making this journey with us.
Nicole Jones	Burns, TN	2014-08-26	I lost a child and I feel this would be great to have.
Sue Thompson	Milwaukee, WI	2014-08-26	My daughter loss her baby in spring of this year and the tears and sorrow is heartbreaking. This wonderful family and others need this special place to go to be with their angel.
Kelly Blevins	Menomonee Falls, WI	2014-08-26	Support to friends who have lost babies
ashley branham	Murfreesboro, TN	2014-08-26	I lost my son it would be nice to have a place to go and reflect upon him
Pamela Weeks	Smyrna, TN	2014-08-27	My dad has very few days left and this would always remind me of him.

Attachment B:

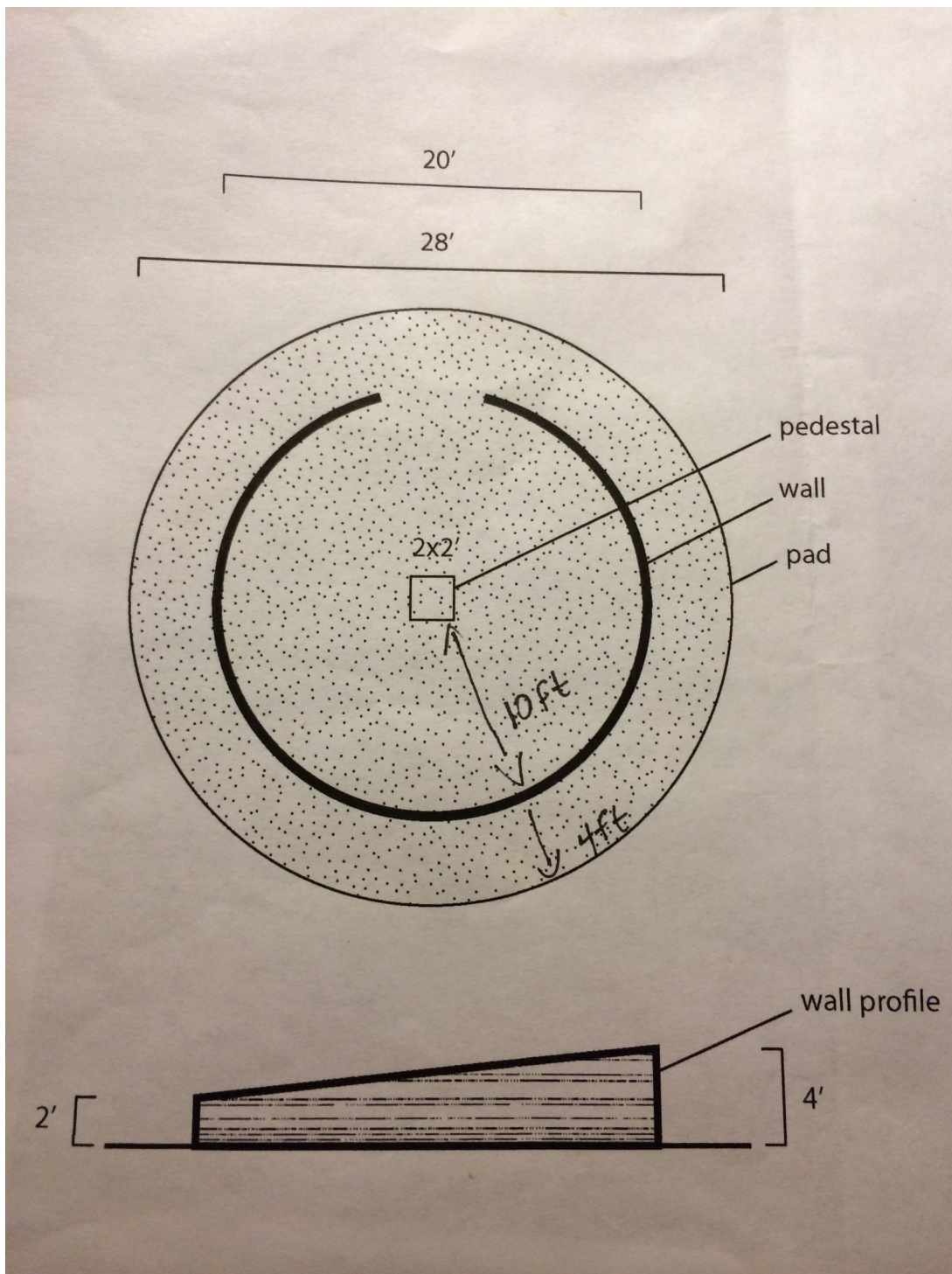








Attachment C:



Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-022 (water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time)						
Notice to Bidders published in the Williamson Herald on:	2/5/15						
Number of vendors that were notified of / that responded to this solicitation for bids:	10 / 5						
Date and time bids due and publicly opened:	2/19/15 2:00 PM						
Present at opening of bids:	Seth Rye and Cass S. Rye of Rye Engineering PLC; Mark Hilty and Harvey Smithson 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:	3/24/15						
Bids received from:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	City fiscal year	Bid number of line-miles of water distribution line to survey per mobilization for anticipated budget of \$25,000 per year:	Payment terms:	Estimated time of completion of project per mobilization:	Bid and bid pricing is valid through:
Matchpoint Inc. 215 Racine Dr., Suite 201 Wilmington, NC 28403 Sarah Christman, Customer Support Specialist 910/509-7225 sarah@matchpointinc.us	Yes	Bidder took an exception to CoF 11.18.2 re: methodology; CoF considers bidder's methodology would MOES	FY2015:	158.00	Net 30 days	90 days	5/19/15
			FY2016:	156.00			
			FY2017:	154.00			
			FY2018:	152.00			
			FY2019:	150.00			
			TOTAL:	770.00			
Rye Engineering PLC 4210 West Main Street Erin, TN 37061 Seth W. Rye, Owner / Engineer 931/721-6232 srye@ryeengineering.com	Yes	Bidder takes no exceptions	FY2015:	192.00	Net 30 days	30 days	2/19/16
			FY2016:	192.00			
			FY2017:	192.00			
			FY2018:	192.00			
			FY2019:	192.00			
			TOTAL:	960.00			
Utility Services Associates, LLC 919 SW 150th Street, Suite B Seattle, WA 98166 Bruce Rubin, Vice President 877/647-5325 brubin@leakdetectionservice.com	Yes	Bidder takes no exceptions	FY2015:	137.00	Net 30 days	45 days	6/19/15
			FY2016:	135.00			
			FY2017:	132.00			
			FY2018:	130.00			
			FY2019:	128.00			
			TOTAL:	662.00			
Wachs Valve and Hydrant Services, LLC dba Wachs Water Services 801 Asbury Drive Buffalo Grove, Illinois 60089 Scott A. Hales, CFO 224/357-2612	Yes	Bidder takes no exceptions	FY2015:	129.00	Net 30 days	60 days	6/15/15
			FY2016:	129.00			
			FY2017:	129.00			
			FY2018:	129.00			
			FY2019:	129.00			
			TOTAL:	645.00			
Water Loss Systems, Inc. 26409 Aiken Drive Clarksburg, Maryland 20871 Joseph Apolenis, Treasurer 301/580-6504 japolenis@waterlosssystems.com	Yes	Bidder takes no exceptions	FY2015:	150.00	Net 30 days	60 days	8/1/15
			FY2016:	148.80			
			FY2017:	147.05			
			FY2018:	145.34			
			FY2019:	142.85			
			TOTAL:	734.04			

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

*Shaded bid is apparent best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0056)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Rye Engineering PLC of Erin, Tennessee ("VENDOR"), who mutually agree as follows:

1. CITY issued (a) on February 6, 2015 Purchasing Office Solicitation No. 2015-022, a procurement solicitation for bids for water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time, and (b) on February 13, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-022 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated February 18, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 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. 3 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 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.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.

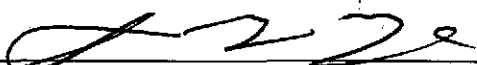
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0056)

8. CITY awarded on April 14, 2015 and now desires to retain VENDOR to render water distribution system leak detection services, pursuant to SOLICITATION and SUBMITTAL.
9. The term of award shall commence upon execution of this AGREEMENT. The services to be rendered pursuant to this AGREEMENT shall be rendered during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016, according to scheduling to be mutually acceptable to both parties. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, respectively, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established in the initial bid process; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; and (c) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Owner

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. 2015-0056)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on February 19, 2015, at which time and location they will be publicly opened, for the following procurement: water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time (Purchasing Office Solicitation No. 2015-022). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: February 5, 2015

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: These instructions apply to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time
Purchasing Office Solicitation No.: 2015-022
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications;
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. City of Franklin Indemnification Agreement; and
 - j. City of Franklin Affidavit of Drug-Free Workplace.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklin.tn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through April 30, 2015 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”
 - d. Upon award, the accepted bid and associated pricing shall be considered valid for the term of award (see Specifications).

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

6. Submittal timing: Bids are to be delivered no earlier than five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus one (1) complete digital copy: Please submit one (1) set of bid documents on paper with original signatures plus one (1) exact and complete digital copy. The digital copy shall be loaded on either a CD or a flash drive that itself is labeled with the bidder's name. The digital copy shall be submitted along with the bid documents on paper. The contents of the digital copy shall contain no more and no less than, and shall be in the same order as, the contents of the bid documents on paper, and shall consist of one (preferably) or more text-searchable, non-password-protected files in Portable Document Format (PDF).
10. Bid submittal contents: Included with the bid are to be the following components:
 - a. City of Franklin Bid Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of bid product(s) and/or service(s);
 - c. City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - d. Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - e. Vendor-supplied contact information for minimum of three references (see below);
 - f. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - g. Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - h. City of Franklin Affidavit of Non-Collusion, executed in full;
 - i. City of Franklin Affidavit of Title VI Compliance, executed in full;
 - j. if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and
 - k. a complete digital copy of submitted bid documents per these Instructions for Bidders.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:
 - a. the bidder's name and address; and
 - b. the following text:

SEALED BID
City of Franklin solicitation no.
2015-022 (water distribution system
leak detection services)
NOT TO BE OPENED EXCEPT AT
BID OPENING February 19, 2015,
2:00 p.m. Central Time
12. Delivery of bids:
 - a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
 - b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
 - c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
 - d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.
13. Reference request: Bidders must provide three references for similar work completed within the last twelve months. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.
14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
19. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
 - a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

- otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
- c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
 - d. Omissions from a bidder's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.
20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:
- City of Franklin Purchasing Office (see address above)
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
- Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.
- Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).
21. 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.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-022

22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklinton.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: These specifications apply to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time
Purchasing Office Solicitation No.: 2015-022
2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 6, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to undertake, conduct and perform the specified services, and to prepare and produce the specified deliverables, during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, respectively. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 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.: 2015-022

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. _____ The City of Franklin is soliciting competitive bids from qualified firms to perform a water distribution system leak detection survey and other related contract services on water distribution lines of the City’s choosing.

11.2. _____ The purpose of the leak detection survey is to identify and locate leaks in the surveyed portion of the water distribution lines maintained by the City, the repair of which leaks would increase the ratio of revenue-generating to non-revenue-generating water distributed by the City. The City is striving to improve the accountability for water distributed and its ultimate use or loss, reduce water lost to leakage, theft and other unauthorized uses, and to enhance customer service at reasonable rates.

11.3. _____ Repair of located leaks is beyond the scope of the survey and not the responsibility of the contractor.

11.4. _____ Pipe diameter and material:

11.4.1. _____ The water mains to be surveyed shall range in diameter from 2 inches to 36 inches. The water mains may be galvanized steel, cast iron, and/or ductile iron.

11.4.2. _____ Any service lines to be surveyed will be no smaller than 3/4 inches in diameter. Service lines may be copper, galvanized steel, cast iron, and/or ductile iron.

11.5. _____ The water lines to be surveyed lines are located in various areas of the City including areas with heavy vehicular traffic, residential areas and outside of street right-of-way.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.6. _____ The specific lines to be surveyed will be identified by the City's Water Management Department prior to the time the project commences for each mobilization.
- 11.7. _____ A City of Franklin permit is not required for this project.
- 11.8. _____ Plans stamped by a professional engineer are not required for this project.
- 11.9. _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 11.10. _____ Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project for each mobilization, measured in number of calendar days after notice to proceed.
- 11.11. _____ The City intends to spend the entire amount it has budgeted for this project. Bidders are required to quote the number of line-miles they are willing to obligate themselves to survey for the amount budgeted. Bidders should expect that all of the services to be rendered for this project would be undertaken and completed in a single mobilization for each fiscal year. The City intends to award the work to the bidder that quotes the greatest number of line-miles that bidder is willing to obligate itself to survey per mobilization for the anticipated amount budgeted per City fiscal year. The anticipated amount budgeted for this project during the term of award is \$25,000 per City fiscal year.
- 11.12. _____ The price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for the amount budgeted shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project, and shall be all inclusive for all specified services and any additionally quoted services to be rendered and all costs of doing so. The City hereby specifically rejects any other fees or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-service or day-of-service. Any changes to the vendor's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City of Franklin.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.13. _____ The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for services to be rendered during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016. At any time after award but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award up to three times, each time for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established in the initial bid process; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.14. _____ Bidders shall quote the number of line-miles to be surveyed per mobilization for each year of the term of award. For bid evaluation purposes, City shall calculate the net-present-value of the price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for each year of the term of award, including optional extension.
- 11.15. _____ Vendor specifically acknowledges and accepts the “Safe work area” provision as expressed under “General terms and conditions” above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

11.16. Insurance requirements:

11.16.1. 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 Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
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
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

11.16.2. 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.

11.16.3. In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

11.16.4. The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.17.** _____ For each mobilization, the leak detection contractor shall provide to the Water Management Department a weekly report of leak locations, estimated loss and areas surveyed. For each mobilization, a final report shall also be presented to include a summary of the activities performed, detailed documentation of the surveys conducted including a sketch of each leak location, and a recommended prioritization for repair.
- 11.18.** _____ For each mobilization, the Contractor shall be responsible for the following:
- 11.18.1.** _____ Traffic control, signage, and personal protective equipment for its own personnel.
- 11.18.2.** _____ Supplying all equipment necessary to locate leaks through any combination of method or methods ranging from acoustic leak detection, ground penetrating radar, leak correlating equipment, and data loggers.
- 11.18.3.** _____ Contractor shall maintain an AWWA Leak Detection Survey Daily Log of leak detection activities per AWWA Water Audits and Leak Detection Manual M 36, page 71.
- 11.18.4.** _____ Prior to beginning work, the Contractor shall submit a work plan to the City's Water Management Service Division Superintendent.
- 11.19.** _____ For each mobilization, City shall furnish to the successful bidder supporting information and maps of the water distribution lines to be surveyed within the distribution system. One City of Franklin employee who is familiar with the City's water distribution system will accompany the leak detection team to provide support.
- 11.20.** _____ In order to correlate a leak, the City will furnish all equipment, materials and supervision required to undertake any excavations deemed necessary to attach leak detection equipment to any meters, fire hydrants or valves that are not readily available within a reasonable distance.
- 11.21.** _____ For each mobilization, payment shall be made on a per-line-mile (rounded to the nearest 1/10 of a line-mile) basis after completion of the survey and City receipt of a proper invoice.

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.: 2015-022

Vendor's name, street address, and mailing address:	
Vendor's contact person's name (printed), title, telephone number and e-mail address:	
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 number of line-miles of water distribution line which bidder is bidding to survey per mobilization based on the anticipated budget amount of \$25,000 per City fiscal year, including supply, delivery and completion of all specified services and deliverables:	FY2015: _____ miles. FY2016: _____ miles. FY2017: _____ miles. FY2018: _____ miles. FY2019: _____ miles.
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☐ Yes. ☐ No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☐ Yes. ☐ No, bidder requests the following payment terms: _____.
Estimated time of completion of project per mobilization:	____ days after receipt of notice to proceed.
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	

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.: 2015-022

Vendor's name:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? • Detailed vendor-supplied description of bid product(s) and/or service(s); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete digital copy of submitted bid documents per the Instructions for Bidders.	☐ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ 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.	_____ (signature)
Title of bidder's authorized representative:	_____
Date of signature:	_____

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 _____)
) SS
County of _____)

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

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

(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)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-022)

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

State of _____)
County of _____) SS

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

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

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 022

_____-____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

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.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-____)

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

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-____, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. ____ to Purchasing Office Solicitation No. 20__-____ (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by 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 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(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 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 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.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

8. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

12. 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:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-____)

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 5

Tabulation of bids received

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

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

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

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

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

State of _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time

Purchasing Office Solicitation No.: 2015-022

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 6, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
5. Addendum No. 1 release date: **February 13, 2015**
6. Bids submittal deadline and scheduled opening: **February 19, 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: **March 6, 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: **March 24, 2015**

9. Addendum:

In reference to the City of Franklin's February 6, 2015 Purchasing Office Solicitation No. 2015-022 for the supply and delivery of water distribution system leak detection services, 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 provide to all vendors who are known or thought to be interested in responding to the referenced solicitation the City's responses to the questions that have been asked to date.

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

February 19, 2015, 2:00 p.m. Central Time

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

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-022

Q1: Approximately how many miles of line 16 inches in diameter or larger does the City water distribution system include?

A1: According to the most readily available City records, the City's water distribution system includes approximately 50 miles of line 16 inches in diameter or larger and approximately 325 miles of line less than 16 inches in diameter, not including service lines. There are approximately 375 miles of water mains ranging from two inches to 36 inches in diameter, not including service lines.

Q2: Is this service currently being provided to the City of Franklin?

A2: No, not currently. The last time the City contracted for this service was in 2013, pursuant to Purchasing Office Solicitation No. 2014-005 which, unlike Purchasing Office Solicitation No. 2015-022, was for a term of award for that fiscal year's project only with no provision extension.

Q3: If so, could the City provide existing rate structure / pricing and name of current provider?

A3: Please see tabulation of Bids for City of Franklin Purchasing Office Solicitation No. 2014-005, attached as Appendix No. 1.

Q4: Are there pre-determined minimum requirements for proximity of detection of leaks?

A4: Each detected leak shall be reported to within two feet of actual location.

Q5: Are there penalties for leaks that are undetected?

A5: No.

Q6: Will [the successful bidder] have access to prints / layout of Franklin's piping infrastructure? (Including locations, valves, and pipe sizes)?

A6: The successful bidder will be invited to review, with Water Department personnel, prints / layouts of the City's water distribution system. Please also see specification nos. 11.19 and 11.20.

Q7: Will [the successful bidder] have access and availability to shut off valves and water lines to locate water leaks?

A7: The successful bidder will have access to, but not availability to close, valves and water lines. Only Water Department personnel are permitted to close valves. Please also see specification nos. 11.19 and 11.20.

Q8: How close do we have to be to identify the location of leak & size of the leak?

A8: As to the accuracy of the location of the leak, please see A4 above. As to the accuracy of the size of the leak, the City expects the survey report to provide an estimate of gallons per minute loss per leak detected and a total gallons per minute for leaks detected per report provided by the vendor each week and in summary at

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-022

the completion of the job. The estimated water loss per leak detected shall be accurate to within industry standard. Please also see specification no. 11.17 regarding loss and prioritization.

Q9: Will the City of Franklin provide a specific report for contractor to submit for identifying leaks?

A9: No.

10. 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."

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

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

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

Tabulation of Bids*

Purchasing Office Solicitation No.:		2014-005 (water distribution system leak detection services)						
Notice to Bidders published in the Williamson Herald on:		8/29/13						
Number of vendors that were notified of / that responded to this solicitation for bids:		8 / 5						
Date and time bids due and publicly opened:		9/24/13 2:00 PM						
Present at opening of bids:		Seth Rye of Rye Engineering PLC; Harvey Smithson and Rick McPeak of the City of Franklin Water Management 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:		n/a - value of contract within delegated authority of city administrator						
Bids received from:	Bid No.:	Bid Description:	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total computed unit pricing, per line-mile, based on quoted number of line-miles for \$20,000 budget:	Total quoted number of line- miles to be surveyed for the budgeted amount of \$20,000:	Payment terms:	Estimated time of completion of project after receipt of order:	Bid and associated pricing is valid through:
Matchpoint, Inc. Street address: 6624 Gordon Rd., Unit H Wilmington, NC 28411 Mailing address: 215 Racine Dr., Suite 201 Wilmington, NC 28403 Simon Wick, VP of Water Asset Management 910/509-7225 simon.wick@matchpointinc.us	1 of 1	water distribution system leak detection services	Yes. (CoF understands exception taken by bidder (to CoF spec. 11.17.2 pertaining to methodology) to MOES ¹ .)	\$198.02	101.00	net 30 days	60 days	12/31/13
M.E. Simpson Co., Inc. 3406 Enterprise Avenue Valparaiso, IN 46383 John H. Van Arsdel, Vice President 800/255-1521 johnnyv@mesimpson.com	1 of 1	water distribution system leak detection services	No / 1 (Bidder takes no exceptions but CoF notes Title VI form omitted from submittal.)	\$165.29	121.00	net 30 days	10-15 days	10/28/13
Rye Engineering PLC 4210 West Main Street Erin, TN 37061 Seth W. Rye, Owner 931/289-2300 srye@ryeengineering.com	1 of 1	water distribution system leak detection services	Yes (Bidder takes no exceptions.)	\$198.02	101.00	net 30 days	21 days	12/30/14
Utility Services Associates, LLC 919 S. 150th Street Suite B Burien, WA 98166 Bruce Rubin, VP Sales & Marketing 877/647-5325 bruce.rubin@usaleakllc.com	1 of 1	water distribution system leak detection services	No / 2 (CoF understands exception taken by bidder to CoF spec. 11.15.1 pertaining to insurance to MOES ¹ but exception taken by bidder to CoF spec. 11.17.1 pertaining to traffic control does not MOES ¹ and CoF notes CoF specifications revised per Addendum No. 1 omitted from submittal.)	\$198.02	101.00	net 30 days	60 days	11/30/13

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

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Purchasing Office Solicitation No.:	2014-005 (water distribution system leak detection services)							
Notice to Bidders published in the Williamson Herald on:	8/29/13							
Number of vendors that were notified of / that responded to this solicitation for bids:	8 / 5							
Date and time bids due and publicly opened:	9/24/13 2:00 PM							
Present at opening of bids:	Seth Rye of Rye Engineering PLC; Harvey Smithson and Rick McPeak of the City of Franklin Water Management 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:	n/a - value of contract within delegated authority of city administrator							
Bids received from:	Bid No.:	Bid Description:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total computed unit pricing, per line-mile, based on quoted number of line-miles for \$20,000 budget:	Total quoted number of line- miles to be surveyed for the budgeted amount of \$20,000:	Payment terms:	Estimated time of completion of project after receipt of order:	Bid and associated pricing is valid through:
Water Loss Systems, Inc. 26409 Aiken Drive Clarksburg, MD 20871 Joseph R. Apolenis, Project Manager 301/253-0040 japolenis@waterlosssystems.com	1 of 1	water distribution system leak detection services	Yes (Bidder takes no exceptions.)	\$135.00	148.15	net 30 days	30 days	12/31/13

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. 2015-0056)

Attachment No. 2

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.: 2015-022

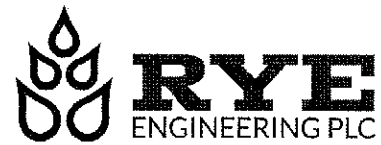
Vendor's name, street address, and mailing address:	<u>Rye Engineering PLC</u> <u>4210 West Main Street</u> <u>Erin, TN 37061</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<u>Seth W. Rye</u> <u>Owner/Engineer</u> <u>931-721-6282</u> <u>srye@ryeengineering.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total number of line-miles of water distribution line which bidder is bidding to survey per mobilization based on the anticipated budget amount of \$25,000 per City fiscal year, including supply, delivery and completion of all specified services and deliverables:	FY2015: <u>192.0</u> miles. FY2016: <u>192.0</u> miles. FY2017: <u>192.0</u> miles. FY2018: <u>192.0</u> miles. FY2019: <u>192.0</u> miles.
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____.
Estimated time of completion of project per mobilization:	<u>30</u> days after receipt of notice to proceed.
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>2-19-2016</u>

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.: 2015-022

Vendor's name:	<u>Rye Engineering PLC</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</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.	 (signature)
Title of bidder's authorized representative:	<u>Owner</u>
Date of signature:	<u>2/18/15</u>



February 17, 2015

Mr. Brian Wilcox, CPPO
Purchasing Manager
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South Franklin, TN 37064

RE: **Solicitation No. 2015-022**
Detailed Description of Bid Services

Dear Mr. Wilcox,

We are pleased to present the following Detailed Description of Bid Services as required by Solicitation No. 2015-022:

Rye Engineering PLC will perform comprehensive leak detection survey within the Franklin Water System according to the Detailed Specifications in Solicitation No. 2015-022. Methods to be used include:

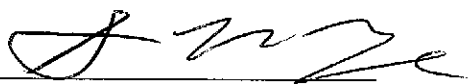
1. Acoustic leak detection with electronic ground microphone to include listening on each water service in the survey area;
2. Acoustic correlation and data logging;
3. Pressure observation/valve manipulation tests;
4. Ultrasonic flow metering (if necessary);
5. Other methods as deemed necessary by Rye Engineering PLC.

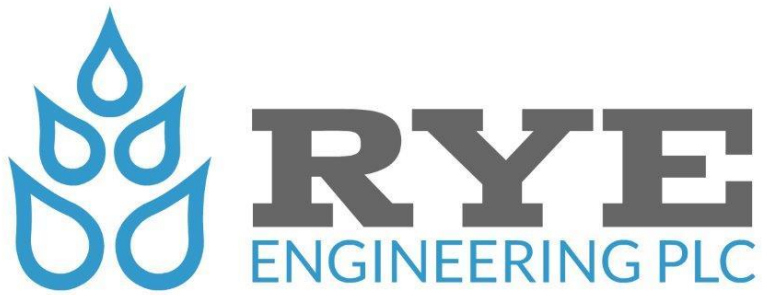
We will utilize two-person leak detection crews to include and be supervised by our Water Loss Coordinator, Mr. Mike Sheppard. Each crew will consist of qualified employees familiar with water distribution systems (Utility Inspectors, Water Distribution Operators, etc.). These crews will be supported by our full service professional engineering and licensed system operations staff to make field visits to problem-solve, analyze data, and produce professional reports of our work.

To further detail our Bid Services, we have included a company profile booklet and company brochures. Thank you for the opportunity to submit.

Sincerely,

Rye Engineering PLC

By: 
Seth W. Rye, P.E., Esq.



4210 West Main Street
Erin, TN 37061
Phone (931) 289-2300
Fax (931) 289-2313
srye@ryeengineering.com



COMPANY PROFILE & SCOPE OF SERVICES

TABLE OF CONTENTS

SECTION

1. ABOUT US.....	3
2. KEY STAFF CREDENTIALS	4
3. LIST OF EQUIPMENT TO BE USED.....	9
4. REFERENCES	12
5. SCOPE OF SERVICES	18



Figure 1. Detailed leak detection surveys are a specialty of Rye Engineering PLC. This flow-based leak detection set-up illustrates our commitment to finding leaks on both new and existing, and sometimes complex water transmission and distribution systems.

1: ABOUT US

Rye Engineering PLC was founded in 2007 with the objective to provide competent, innovative, and reliable engineering and operational services for the water/wastewater industry, municipal systems, county governments, utility districts and associated entities. Our services have since been expanded to include inspection, easement acquisition, and leak detection as well. Our office is located in Erin, Tennessee.

The mission of Rye Engineering PLC is to offer fresh engineering solutions to the traditional problems faced by professionals, to assist those professionals in meeting increasingly more stringent government regulations, and to make available operational management services as required. Rye Engineering PLC shall accomplish its goals by relying on its staff's unique combination of education, experience, and work ethic.

We have an elite staff of highly skilled and experienced professionals focused on the planning, design, and operation of potable water and wastewater infrastructure, site design, drainage, and other engineering and operational projects. We submit that our compact but specialized staff is an advantage over larger firms because we do not find it necessary to undertake projects outside of our focus area just to cover the inherent overhead costs associated with running a large firm.

We are prepared to handle all aspects of your engineering projects, including incidental items, easement acquisition, road repairs, stream crossings, building designs and other types of engineering work.

Contact Information:

Erin Office:
4210 West Main Street
Erin, TN 37061

Phone: (931) 289-2300
Fax: (931) 289-2313
Website: www.ryeengineering.com

2: KEY STAFF CREDENTIALS

Field Staff

The key to our continued success in the water loss industry is our unrivaled field staff. Led by Water Loss Coordinator, Mike Sheppard, our field staff is composed of lifelong employees of the water distribution industry. On a project of this magnitude and importance, Mr. Sheppard will supervise two (2) water loss field crews that will be deployed to the area upon notice to proceed. Each crew will be composed of at least two (2) water loss technicians and have a crew chief. Crew #1 will be led by Crew Chief, Mr. Matthew Rye. Mr. Wade Rudolph will serve as Crew Chief for Crew #2. All water loss field efforts for your system will be supported by Seth Rye, P.E. who will be available as technical resource and will analyze data gathered during the field activities and compose the technical report for your system.

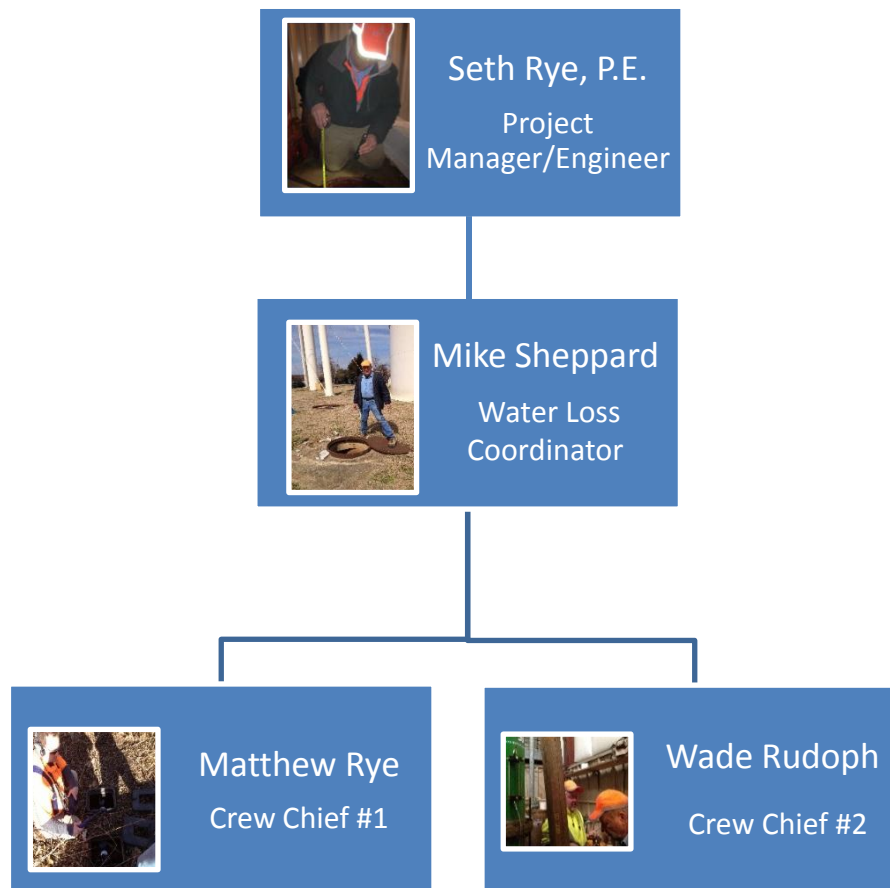


Figure 2. Organizational Chart. We will devote two water loss field crews led by a Water Loss Coordinator and supported by a Professional Engineer to your project.



SETH W. RYE, P.E., ESQ.

OWNER, SENIOR ENGINEER

(931) 721-6232 CELL

srye@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **FAA MMAC Water Loss Management Study**; 2014; *Project Lead*; Oklahoma City, OK;
- **Water Authority of Dickson County Water Loss Management Program**; 2014, *Project Engineer*; Dickson, TN;
- **Sylvia-Tennessee City-Pond Utility District Leak Detection**; 2014; *Leak Detection Crew*; Pond, TN;
- **First UD of Knox County, WTP Input Meter Testing and Installation**; 2014; *Water Loss Crew*; Knoxville, TN;
- **Adamsville Leak Detection Survey**; 2014; *Leak Detection Crew*; Adamsville, TN.

Seth Rye is involved in every water loss project that Rye Engineering PLC undertakes. He handles all engineering support, all proposals, and all analysis and reporting.

PROFESSIONAL REGISTRATION

Registered Professional Engineer in TN, Lic # 49410; AL, Lic # 49410; and KY, Lic # 49410

TDEC Licensed Water Distribution Operator II, License # 49410

Licensed Attorney in Tennessee, Supreme Court License # 025668

EDUCATION

1994-1998, University of Tennessee, Bachelor of Science in Agricultural Engineering

1998-2000, University of Tennessee, Master of Science in Biosystems Engineering

2002-2006, Nashville School of Law, Doctor of Jurisprudence Degree

WORK EXPERIENCE

- **Rye Engineering PLC**; Erin, TN; 3/2007-Present; Founder/Senior Engineer/Water Distribution Operator/Project Manager.
- **Clarksville Gas & Water Dept.**; Clarksville, TN; 2000-2007; Water Division Manager/Civil Engineer.



KENNETH MICHAEL SHEPPARD

WATER LOSS COORDINATOR

(931) 320-4892

msheppard@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **Savannah Leak Detection;** 2014; *Project Lead;* Savannah, TN;
- **FAA MMAC Water Loss Management Study;** 2014; *Project Coordinator;* Oklahoma City, OK;
- **Russellville-Whitesburg Utility District Leak Detection;** 2014; *Project Coordinator;* Russellville, TN;
- **Bon Aqua - Lyles Utility District Leak Detection;** 2013-2014; *Project Coordinator;* Bon Aqua, TN;
- **Halls Leak Detection;** 2013-2014; *Project Coordinator;* Halls, TN.

Mike Sheppard coordinates all water loss field work for Rye Engineering PLC and also performs leak detection on many of our projects. He is our most experienced acoustic leak detector and also trains our other employees.

CERTIFICATIONS

Permit Required Confined Space Certification

WORK EXPERIENCE

- **Rye Engineering PLC;** Erin, TN; 5/2010-Present; Water Loss Coordinator/Senior Project Manager/Construction Inspector.
- **Clarksville Gas & Water Dept.;** Clarksville, TN; 2001-2007 (Retired) – Superintendent of Water Distribution Construction; 1998-2001 – Superintendent of Water and Wastewater Installation & Repair; 1995-1998 – Utility Inspector; 1983-1995 – Crew Chief/Water Distribution Construction; 1975-1983 – Backhoe Operator/Water Distribution Construction, Laborer/Wastewater Construction & Repair.



MATTHEW H. RYE

SENIOR PROJECT MANAGER

(931) 801-4345

mrye@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **Linden Water Loss Management Program; 2014; *Project Lead*; Linden, TN;**
- **New Johnsonville Water Loss Management Program; 2014; *Project Lead*; New Johnsonville, TN;**
- **Tennessee Ridge Water Loss Management Program; 2014; *Project Lead*; Tennessee Ridge, TN;**
- **Sylvia-Tennessee City-Pond Utility District Leak Detection; 2014; *Crew Chief*; Sylvia, TN;**
- **Wartrace Leak Detection; 2013-2014; *Crew Chief*; Wartrace, TN.**

Matthew Rye serves as a water loss crew chief on many other acoustic and flow-based leak detection projects.

EDUCATION

2002-2004, Austin Peay State University, Bachelor of Science in Psychology

1999-2001, University of Tennessee

CERTIFICATIONS

National Association of Codes Enforcement (NACE) #307563

Tennessee Department of Erosion Control (TDEC) EPSC certified #123648

Permit Required Confined Space Certification

WORK EXPERIENCE

- **Rye Engineering PLC; Erin, TN; 5/2010-Present; Senior Project Manager/Construction Inspector/Engineering Technician/Water Tank Inspector/ROV Water Tank Inspection Operator/GPS Surveying.**
- **Goodwyn, Mills, & Caywood; Nashville, TN; 8/2006-5/2010; Field Inspector, Municipal Engineering Division.**



WADE H. RUDOLPH

PROJECT MANAGER

(931) 220-3830

wrudolph@ryeengineering.com

RECENT PROJECT EXPERIENCE

- **HB & TS Utility District Leak Detection;** 2014; *Crew Chief*; Franklin, TN;
- **Haywood County Utility District Leak Detection;** 2013-2014; *Crew Chief*; Brownville, TN;
- **Water Authority of Dickson County Water Loss Management Program;** 2014; *Crew Chief*; Dickson, TN;
- **New Market Utility District Leak Detection;** 2013; *Crew Chief*; New Market, TN;
- **Adamsville Leak Detection Survey;** 2014; *Crew Chief*; Adamsville, TN.

Wade Rudolph is the lead crew chief for all meter testing and flow-based leak detection. He also serves as crew chief on many of our acoustical leak detection projects as well.

PROFESSIONAL REGISTRATION/CERTIFICATIONS

TDEC Licensed Wastewater Collection Operator II, License #3869

TDEC Licensed Water Distribution Operator II, License #3869

Permit Required Confined Space Certification

WORK EXPERIENCE

- **Rye Engineering PLC;** Erin, TN; 2013-Present; Project Manager/Construction Inspector/Water Auditor/Leak Technician
- **Clarksville Gas & Water Dept.;** Clarksville, TN; 1984-2013 (Retired); Engineering Manager/Operations Manager for Water & Wastewater/Superintendent of Water & Wastewater Repair & Installation

3: LIST OF EQUIPMENT TO BE USED

Rye Engineering is set apart from other leak detection companies in large part due to our embrace of the latest leak detection methods and technology. In addition to traditional acoustical leak detection methods such as ground microphones and correlators, we routinely used flow-based leak detection equipment such as ultra-sonic flow metering to locate the toughest leaks even on non-metallic mains such as PVC, HDPE and A/C. We use these ultra-sonic meters to localize, quantify, and pinpoint leaks ranging from just a few gallons per minute to large main breaks on cross-country mains. Using this equipment in step-testing techniques, we can efficiently cover miles of water main, quantifying leak magnitude as we proceed through the system.

We also use survey-grade GPS equipment to capture the location of leaks, and when requested, we can collect other data such as meter, hydrant, and valve locations.

For your project, we will use at least the following equipment:

1. Electronic Ground Microphones (Premium Grade) – FCS X-Mic Brand;
2. Acoustic Correlators/Data Loggers – FCS Sound Sens Brand;
3. Ultra-Sonic Flow Meters (Non-Intrusive) – GE Sensing Portable;
4. Magnetic Pipe Locating Equipment – Fisher TW-6 Brand;
5. Survey Grade GPS Unit – TOPCON Brand;
6. GIS & CAD – ArcGIS & AutoCAD as required;
7. Ford F-150 and GM 1500 4x4 Pick-ups;
8. Other incidental tools such as pressure gauges, recorders, valve & hydrant wrenches, etc.;
9. Safety equipment for traffic control, vehicle lighting, personal protective equipment, etc.



Figure 3. We utilize premium handheld acoustic units to listen to water services, hydrants, and ground microphone attachments to pin-point leaks for repair.



Figure 4. Our leak detection equipment includes ultra-sonic flow meters, acoustic correlators, and survey grade GPS for recordation of leak locations.

4: REFERENCES

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
FAA MMAC OKC AMP 400 FAA MMAC OKC Oklahoma City, OK 73125	8/5/14-present	Acoustic leak detection survey; Input meter testing; Water tank flow evaluation; Flow testing with ultrasonic flow meter; Leak correlation; Estimated leakage found: 4,452,000 gallons per month; No. of customers: 7,500.	Dwaine Rhodes, Architectural Team Lead 405-954-4557
Water Authority of Dickson County 101 Cowan Rd. Dickson, TN 37055	10/15/13-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Zone meter planning; Meter testing and calibration; No. of customers: 17,096.	Mike Adams, P.E., Executive Dir. Scott Miller, Water & WW Mgr. 615-441-4188
Savannah Utility Department 140 Main Street Savannah, TN 38372	9/16/14-9/24/14	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month; No. of customers: 7,484.	Virgil Morris, Utility Director 731-925-4216
HB + TS Utility District 505 Downs Blvd. Franklin, TN 37064	11/21/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; Estimated leakage found: 1,519,800 gallons per month; No. of customers: 6,000.	Tom Puckett, P.E., General Manager 615-794-7796
Russellville-Whitesburg Utility District P.O. Box 450 Russellville, TN 37860	4/14/14-4/25/14	Acoustic leak detection survey; Flow testing with ultrasonic flow meter; Estimated savings per year: \$75,000; No. of customers: 6,930.	Jamie Carden, P.E., General Manager 423-586-2232
Bon Aqua & Lyles Utility District 7964 Spot Light Road Lyles, TN 37098	4/2013-present	Acoustic leak detection survey; Estimated leakage found: 2,300,000 gallons per month; No. of customers: 3,600.	David Connor, Manager 931-670-3957
Sylvia-TN City-Pond Utility District 102 Pond Circle Road Dickson, TN 37055	1/20/14-1/24/14	Acoustic leak detection survey; Estimated leakage found: 30,000 gallons per month; No. of customers: 1,733.	Billy Joe Roberts, General Manager 615-446-8888
First Utility District of Knox Co. 122 Durwood Road Knoxville, TN 37922	5/15/14-5/16/14	Water plant input meter testing for water loss purposes; 16"-48" sizes; No. of customers: 33,227.	Bruce Giles, General Manager 865-966-9741
Brownsville Utilities P.O. Box 424 Brownsville, TN 38012	12/16/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; No. of customers: 5,302.	Regie Castellaw, General Manager 731-772-8845
City of McEwen 9586 Hwy. 70 East McEwen, TN 37101	10/6/14-10/9/14	Acoustic leak detection survey; No. of customers: 1,120.	Houston Howell, Water Manager 931-582-6211

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of New Johnsonville, TN 323 Long Street, New Johnsonville, TN 37134	11/21/12-present	Water Loss Management Plan (4 yr); Semi-annual acoustic leak detection; Meter testing and calibration; No. of customers: 850.	Lance Loveless, Mayor 931-535-2720
Halls Public Works, TN 208 N. Church Street Halls, TN 38040	12/13/12-present	Acoustic leak detection survey; Master meter testing; Estimated leakage found: 882,000 gallons per month; No. of customers: 2,200.	Alan Cherry, Public Works Director 731-225-9786
Hartsville-Trousdale Wtr & Swr UD P.O. Box 66 Hartsville, TN 37074-0066	8/2013-present	Acoustic leak detection survey; Master meter testing; GPS surveying; Estimated leakage found: 3,200,000 gallons per month; No. of customers: 2,820.	Jerry Helm, Superintendent 615-374-3484
Woodlawn Utility District 2172 Dover Road Woodlawn, TN 37191	8/2013-present	Acoustic leak detection survey; GPS surveying; Estimated leakage found: 8,255,840 gallons per month; No. of customers: 3,150.	Lynn Burkhart, Field Operations Mgr. Ed Sample 931-552-2921
Linden Utilities P.O. Box 46 Linden, TN 37096	2/13/2014-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Emergency leak detection; Estimated leakage found: 1,103,860 gallons per month; No. of customers: 1,200.	Brad Burgess 931-589-2736
City of Tennessee Ridge P.O. Box 207 Tennessee Ridge, TN 37178	6/1/14-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Meter testing; No. of customers: 1,190.	Jerry Bryant, Superintendent 931-721-3385
Clarksville Gas and Water 2215 Madison Street Clarksville, TN 37043	11/8/2014	Emergency leak detection; No. of customers: 60,000.	Chris Lambert, Water/Wastewater Director 931-645-7400
The Trane Company 2701 Wilma Rudolph Blvd. Clarksville, TN 37040	10/5/14; 11/3/14-11/7/14	Emergency leak detection; Acoustic leak detection survey.	Scott Butcher, Facility Manager 931-648-5219
Town of Sardis 34863 Hwy. 104 South Sardis, TN 38371	10/9/14; 10/14/14	Acoustic leak detection survey; No. of customers: 423.	Richard Holland 731-858-2641
County Wide Utility District 70 Cavalier Drive South Alamo, TN 38001	7/2/13; 8/26/14-8/27/14	Acoustic leak detection survey; No. of customers: 3,290.	Michael Johnson, General Manager 731-696-2908

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Adamsville Utilities 231 East Main Street Adamsville, TN 38310	6/9/13-8/18/14	Emergency leak detection; Acoustic leak detection survey; Meter testing; No. of customers: 3,400.	Paul Plunk 731-632-1401
Gainesboro Utility System P.O. Box 594 Gainesboro, TN 38562	3/26/14-3/28/14	Acoustic leak detection survey; No. of customers: 600.	Chester Hamlet 931-268-9315
Oakland Water System P.O. Box 56 Oakland, TN 38060	3/16/2014	Emergency leak detection; No. of customers: 3,880.	Eric Armstrong, Water Plant Superintendent 901-465-8830
Winchester Utilities 219 Second Ave. NW Winchester, TN 37398	2/17/2014	Acoustic leak detection survey; No. of customers: 7,521.	Tim Solomon, Distribution/Collections Supt. 931-967-2238
Gladeville Utility District 3826 Vesta Road Lebanon, TN 37090	2/10/14-2/14/14	Acoustic leak detection survey; No. of customers: 5,650.	Danny Bledsoe, General Manager Danny Lassiter, Assistant Manager 615-449-0301
City of Millington 7930 Nelson Road Millington, TN 38053	1/30/2014	Emergency leak detection.	Jimmy Black, Water & Sewer Superintendent 901-873-5673
Tiptonville Water & Sewer 130 South Court Tiptonville, TN 38079	1/12/14-1/14/14	Emergency leak detection; Flow-based leak detection; No. of customers: 1,039.	Stacey Rivers, Water Plant Superintendent 731-253-8428
Vanleer Water Works 4714 Hwy. 49 West Vanleer, TN 37181	1/10/2014	Emergency leak detection; No. of customers: 978.	Darren Green, Water Superintendent 615-763-2823
Trenton Light & Water P.O. Box 260 Trenton, TN 38382	12/30/2013	Emergency leak detection; No. of customers: 2,070.	Stacy Rice 731-855-1561
West Overton Utility District P.O. Box 278 Rickman, TN 38580	11/18/13- 11/20/13	Acoustic leak detection survey; Estimated leakage found: 345,600 gallons per month; No. of customers: 2,800.	Terry Walker, Manager 931-498-4144

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
<i>Mt. Pleasant Water</i> P.O. Box 426 Mt. Pleasant, TN 38474	9/26/2013	Emergency leak detection; Flow-based leak detection; No. of customers: 2,432.	Bobby Nutt, Public Works Director 931-379-7717
<i>Cumberland Heights Utility District</i> 925 Briarwood Road Clarksville, TN 37040	9/5/13-present	Emergency leak detection; Acoustic leak detection survey; No. of customers: 1,224.	Steve Davis, Manager 931-648-2365
<i>Puryear Water System</i> P.O. Box 278 Puryear, TN 38251	8/20/2013	Emergency leak detection; No. of customers: 350.	Rickie Hughes, Water Manager 731-247-5364
<i>Erwin Utilities</i> 244 Love Street Erwin, TN 37650	6/4/13-6/5/13; 7/24/13-7/25/13	Acoustic leak detection survey; No. of customers: 5,204.	Steve Watson 423-743-1820
<i>Newbern Water & Sewer</i> 103 Jefferson Street Newbern, TN 38059	6/14/2013	Acoustic leak detection survey; No. of customers: 3,394.	Casey King, Water Dept. Supervisor 731-627-3221
<i>New Market Utility District</i> 900 W. Hwy. 11 E New Market, TN 37820	4/29/13-5/3/13	Acoustic leak detection survey; No. of customers: 1,625.	Troy Roach, Manager 865-475-2467
<i>Wartrace Waterworks & Sewerage</i> 29 Main Street Wartrace, TN 37183	3/6/13-3/8/13	Acoustic leak detection survey; Estimated leakage found: 4,752,000 gallons per month; Estimated savings per year: \$150,000; No. of customers: 1,057.	Bryan Smith, Manager 931-389-6144
<i>City of Red Boiling Springs, TN</i> 211 Commerce Street, Suite 600 Nashville, TN 37201	7/1/12-8/1/12	Acoustic leak detection survey; Estimated leakage found: 1,345,000 gallons per month; No. of customers: 1,725.	George Garden, P.E., Engineer-BWSC 615-254-1500
<i>City of Cumberland City, TN</i> 121 Main Street Cumberland City, TN 37050	5/1/12-5/3/12	Acoustic leak detection survey; Meter testing; Estimated leakage found: 600,000 gallons per month; No. of customers: 300.	Whitey Vaughn, Mayor 931-827-2000
<i>Lexington Utilities</i> 54 Monroe Avenue Lexington, TN 38351	8/20/2014	Meter testing; One WTP meter; No. of customers: 9,634.	Chuck Rowsey, Assistant General Manager 731-968-5213

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of Grand Junction 150 Tippah Street N Grand Junction, TN 38039	8/19/2014	Meter testing; No. of customers: 462.	David Vinyard, Public Works Manager 731-764-2871
Town of Rossville 360 Morrison Road Rossville, TN 38066	8/19/2014	Meter testing; No. of customers: 328.	Anthony Harbin 901-854-6341
Dyersburg Suburban Consolidated UD 1305 Hwy. 51 Bypass S Dyersburg, TN 38025	7/30/2014	Meter testing; No. of customers: 1,490.	Debbie Perdue, 731-285-1261
Northwest Dyersburg Utility District 9000 Lenox Nauvoo Road Dyersburg, TN 38025	7/29/2014	Meter testing; WTP meters; No. of customers: 1,615.	Tommy Reed 731-285-4114
Consolidated Utility District 860 Commercial Court Murfreesboro, TN 37133	6/23/2014	Meter testing; No. of customers: 48,208.	William Dunnill, General Manager 615-893-7225
North Stewart Utility District 2361 Hwy. 79 Dover, TN 37058	6/19/2014	Meter testing; No. of customers: 1,806.	Christopher Page 931-232-5525
Reelfoot Utility District of Lake Co. 365 Gooch Road Tiptonville, TN 38079	6/5/2014	Meter testing; WTP meters; No. of customers: 263.	William Calhoun, Superintendent 731-253-8490
North UD of Decatur & Benton Co. 6448 Hwy. 641 N Parsons, TN 38363	6/4/2014	Meter testing; WTP meters; No. of customers: 1,325.	Dick Adams, Manager 731-847-3838
Oneida Water & Wastewater Dept. 19922 Alberta Street Oneida, TN 37841	5/19/14-5/20/14	Meter testing; Four WTP meters; No. of customers: 4,312.	Michael Keaton, Water Plant Manager 423-569-6311
South Giles Utility District 8114 Elkton Pike Prospect, TN 38477	4/7/14; 6/30/14	Meter testing; Four zone meters; No. of customers: 1,400.	Cathy Dradt, Office Manager 931-468-2875

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Plateau Utility District P.O. Box 407 Wartburg, TN 37887	3/25/14-3/26/14	Meter testing; 4 WTP meters; No. of customers: 4,320.	Mike Monroe, General Manager 423-346-3101
Trezevant Water & Sewer P.O. Box 100 Trezevant, TN 38258	11/5/2013	Meter testing; WTP meters; No. of customers: 411.	Murray McCaleb 731-669-4831
Atwood Water System P.O. Box 339 Atwood, TN 38220	11/5/2013	Meter testing; WTP meters; No. of customers: 529.	Tim Rogers 731-662-7689
Loon Bay P.O.A. P.O. Box 60 Bumpus Mills, TN 37028	12/5/12 & 12/11/12	Acoustic leak detection survey; Estimated leakage found: 40,000 gallons per month; No. of customers: 60.	Joseph Bertrand, General Manager 931-232-4269
City of Cloverport, KY 212 West Main Street Cloverport, KY 40111	8/8/11-9/6/11	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month.	Cathy McCoy, City Clerk/Treasurer 270-788-6632

5: SCOPE OF SERVICES

Rye Engineering PLC's General Engineering Services include, but are not limited to, the following:

WATER LOSS CONTROL SERVICES/

LEAK DETECTION

- Acoustic Leak Detection
- Active Leak Control Planning
- Water Audits
- Meter Testing
- Training



GENERAL ENGINEERING SERVICES

- Building Design
- Site Design/Site Plans
- Subdivision Design
- Grading Plans
- Utility
- Transportation Projects/Street & Road Projects
- Community Revitalization Projects

GOVERNMENT/COMMUNITY ENGINEERING SERVICES

- City/County Government
- Industrial Boards
- Rural Development Projects
- Stormwater Drainage Projects
- Government Grant/Low Interest Loan Projects
- Sewer/Wastewater Rehabilitation Projects

ENGINEERING DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES

- Complete Engineering Design Services
 - Pumping Facilities
 - Mains
 - Plants
 - Tanks and Storage Facilities
 - Water Tank Rehabilitation and Painting Design
 - Other Water and Wastewater Infrastructure
- Contract and Specifications Drafting
- Project Management
- Contract Administration



SYSTEM OPERATIONAL SERVICES

- Licensed Water Distribution Operator Services
- GIS Mapping and Analysis
- Fire Hydrant Flow Testing
 - Real Time 2-Hydrant Tests
 - Digitally Recorded Tests
 - Pre-Modeled Tests
 - High Point/Minimum Zone Pressure Analysis
 - Multi-Hydrant Tests
 - Pressure Zone Dependent Testing
 - GIS Presentation of All Data
 - Incorporation into Water Model Calibration
 - Can Supplement or Replace Fire Department Single Hydrant Tests
 - Can Serve as Annual Flushing
- System Flushing
 - Dead Ends
 - Unidirectional Flushing
- Water Main and Water Tank Disinfection Services
- Valve Location
- Advice and/or Training to Owner's Employees
- Pre-Inspection for State Inspections
- Mock Sanitary Surveys
- Reports or Plans to Government Agencies
- General Troubleshooting of System and Facilities
- Attend Meetings and Conferences with or for Owner



WATER SYSTEM PLANNING, MODELING, AND EVALUATION

- Master Planning and Long Range Planning
- Computer Hydraulic Modeling
- Field Calibration of Hydraulic Model
 - Pressure Recording
 - System Condition Analysis
 - Flow Testing
 - C-Factor Estimation
- Water Line Deterioration Evaluation
 - Copper Service Line Corrosion
 - Aging Infrastructure
- Preliminary Engineering Reports
- Plans Review

EASEMENT ACQUISITION SERVICES

- Title Search (by Licensed Attorney)
- Drafting (by Licensed Attorney)
- Appraisals (by Licensed Real Estate Appraiser)
- Negotiation (by Licensed Real Estate Broker)
- Notarization
- Recordation



INSPECTION SERVICES

- Water Tank Inspections
 - Construction Inspection
 - TDEC 5-year Inspections
 - Warranty Inspections
 - Painting Inspections
 - Underwater (Wet) Inspections
 - **REMOTELY OPERATED VEHICLE (ROV) INSPECTIONS**
 - Dry Inspections
 - Digital Photographic Documentation
- Underground Utility Inspections
 - Construction Inspections
 - Utility Locations
 - As-Built Plans Generation
 - GPS Data Collection
 - Valve Sheet Generation
 - GIS Data Generation and Mapping
 - Digital Photographic Documentation



City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

1. Solicitation identified: These specifications apply to the following procurement:
water distribution system leak detection services through June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time
Purchasing Office Solicitation No.: 2015-022
2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 6, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 19, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 6, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 24, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to undertake, conduct and perform the specified services, and to prepare and produce the specified deliverables, during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016, with three (3) options to extend the term of service for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, respectively. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 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.: 2015-022

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. C The City of Franklin is soliciting competitive bids from qualified firms to perform a water distribution system leak detection survey and other related contract services on water distribution lines of the City's choosing.

11.2. C The purpose of the leak detection survey is to identify and locate leaks in the surveyed portion of the water distribution lines maintained by the City, the repair of which leaks would increase the ratio of revenue-generating to non-revenue-generating water distributed by the City. The City is striving to improve the accountability for water distributed and its ultimate use or loss, reduce water lost to leakage, theft and other unauthorized uses, and to enhance customer service at reasonable rates.

11.3. C Repair of located leaks is beyond the scope of the survey and not the responsibility of the contractor.

11.4. Pipe diameter and material:

11.4.1. C The water mains to be surveyed shall range in diameter from 2 inches to 36 inches. The water mains may be galvanized steel, cast iron, and/or ductile iron.

11.4.2. C Any service lines to be surveyed will be no smaller than 3/4 inches in diameter. Service lines may be copper, galvanized steel, cast iron, and/or ductile iron.

11.5. C The water lines to be surveyed lines are located in various areas of the City including areas with heavy vehicular traffic, residential areas and outside of street right-of-way.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.6. C The specific lines to be surveyed will be identified by the City's Water Management Department prior to the time the project commences for each mobilization.
- 11.7. C A City of Franklin permit is not required for this project.
- 11.8. C Plans stamped by a professional engineer are not required for this project.
- 11.9. C The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 11.10. C Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project for each mobilization, measured in number of calendar days after notice to proceed.
- 11.11. C The City intends to spend the entire amount it has budgeted for this project. Bidders are required to quote the number of line-miles they are willing to obligate themselves to survey for the amount budgeted. Bidders should expect that all of the services to be rendered for this project would be undertaken and completed in a single mobilization for each fiscal year. The City intends to award the work to the bidder that quotes the greatest number of line-miles that bidder is willing to obligate itself to survey per mobilization for the anticipated amount budgeted per City fiscal year. The anticipated amount budgeted for this project during the term of award is \$25,000 per City fiscal year.
- 11.12. C The price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for the amount budgeted shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project, and shall be all inclusive for all specified services and any additionally quoted services to be rendered and all costs of doing so. The City hereby specifically rejects any other fees or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, fuel charges, equipment and/or maintenance charges, and/or charges for time-of-service or day-of-service. Any changes to the vendor's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by the vendor and shall not be subject to direct pass-through to the City of Franklin.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.13. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for services to be rendered during the balance of the City fiscal year ending June 30, 2015 and again during the City fiscal year ending June 30, 2016. At any time after award but before or as soon as practicable after the expiration of this term of award, the City and the vendor may exercise an option to extend the term of award up to three times, each time for one (1) City fiscal year at a time for the City fiscal years ending June 30, 2017, June 30, 2018 and June 30, 2019, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, except pricing which shall be as established in the initial bid process; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.14. C Bidders shall quote the number of line-miles to be surveyed per mobilization for each year of the term of award. For bid evaluation purposes, City shall calculate the net-present-value of the price-per-line-mile implied by the number of line-miles that bidder is willing to obligate itself to survey per mobilization for each year of the term of award, including optional extension.
- 11.15. C Vendor specifically acknowledges and accepts the "Safe work area" provision as expressed under "General terms and conditions" above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

11.16.

11.16.1.

C

Insurance requirements:

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 Limits shall apply on a Per Project Basis	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement
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
Installation Floater	Total insurable property value of installation and materials for value of bid	Certificate of Insurance shall include the City of Franklin as Loss Payee

11.16.2.

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.

11.16.3.

C

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation.

11.16.4.

C

The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-022

- 11.17. C For each mobilization, the leak detection contractor shall provide to the Water Management Department a weekly report of leak locations, estimated loss and areas surveyed. For each mobilization, a final report shall also be presented to include a summary of the activities performed, detailed documentation of the surveys conducted including a sketch of each leak location, and a recommended prioritization for repair.
- 11.18. For each mobilization, the Contractor shall be responsible for the following:
- 11.18.1. C Traffic control, signage, and personal protective equipment for its own personnel.
- 11.18.2. C Supplying all equipment necessary to locate leaks through any combination of method or methods ranging from acoustic leak detection, ground penetrating radar, leak correlating equipment, and data loggers.
- 11.18.3. C Contractor shall maintain an AWWA Leak Detection Survey Daily Log of leak detection activities per AWWA Water Audits and Leak Detection Manual M 36, page 71.
- 11.18.4. C Prior to beginning work, the Contractor shall submit a work plan to the City's Water Management Service Division Superintendent.
- 11.19. C For each mobilization, City shall furnish to the successful bidder supporting information and maps of the water distribution lines to be surveyed within the distribution system. One City of Franklin employee who is familiar with the City's water distribution system will accompany the leak detection team to provide support.
- 11.20. C In order to correlate a leak, the City will furnish all equipment, materials and supervision required to undertake any excavations deemed necessary to attach leak detection equipment to any meters, fire hydrants or valves that are not readily available within a reasonable distance.
- 11.21. C For each mobilization, payment shall be made on a per-line-mile (rounded to the nearest 1/10 of a line-mile) basis after completion of the survey and City receipt of a proper invoice.

REFERENCES

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
FAA MMAC OKC AMP 400 FAA MMAC OKC Oklahoma City, OK 73125	8/5/14-present	Acoustic leak detection survey; Input meter testing; Water tank flow evaluation; Flow testing with ultrasonic flow meter; Leak correlation; Estimated leakage found: 4,452,000 gallons per month; No. of customers: 7,500.	Dwayne Rhodes, Architectural Team Lead 405-954-4557
Water Authority of Dickson County 101 Cowan Rd. Dickson, TN 37055	10/15/13-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Zone meter planning; Meter testing and calibration; No. of customers: 17,096.	Mike Adams, P.E., Executive Dir. Scott Miller, Water & WW Mgr. 615-441-4188
Savannah Utility Department 140 Main Street Savannah, TN 38372	9/16/14-9/24/14	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month; No. of customers: 7,484.	Virgil Morris, Utility Director 731-925-4216
HB + TS Utility District 505 Downs Blvd. Franklin, TN 37064	11/21/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; Estimated leakage found: 1,519,800 gallons per month; No. of customers: 6,000.	Tom Puckett, P.E., General Manager 615-794-7796
Russellville-Whitesburg Utility District P.O. Box 450 Russellville, TN 37860	4/14/14-4/25/14	Acoustic leak detection survey; Flow testing with ultrasonic flow meter; Estimated savings per year: \$75,000; No. of customers: 6,930.	Jamie Carden, P.E., General Manager 423-586-2232
Bon Aqua & Lyles Utility District 7964 Spot Light Road Lyles, TN 37098	4/2013-present	Acoustic leak detection survey; Estimated leakage found: 2,300,000 gallons per month; No. of customers: 3,600.	David Connor, Manager 931-670-3957
Sylvia-TN City-Pond Utility District 102 Pond Circle Road Dickson, TN 37055	1/20/14-1/24/14	Acoustic leak detection survey; Estimated leakage found: 30,000 gallons per month; No. of customers: 1,733.	Billy Joe Roberts, General Manager 615-446-8888
First Utility District of Knox Co. 122 Durwood Road Knoxville, TN 37922	5/15/14-5/16/14	Water plant input meter testing for water loss purposes; 16"-48" sizes; No. of customers: 33,227.	Bruce Giles, General Manager 865-966-9741
Brownsville Utilities P.O. Box 424 Brownsville, TN 38012	12/16/13-present	Acoustic leak detection survey; Flow-based leak detection; Step testing; No. of customers: 5,302.	Regie Castellaw, General Manager 731-772-8845
City of McEwen 9586 Hwy. 70 East McEwen, TN 37101	10/6/14-10/9/14	Acoustic leak detection survey; No. of customers: 1,120.	Houston Howell, Water Manager 931-582-6211

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of New Johnsonville, TN 323 Long Street, New Johnsonville, TN 37134	11/21/12-present	Water Loss Management Plan (4 yr); Semi-annual acoustic leak detection; Meter testing and calibration; No. of customers: 850.	Lance Loveless, Mayor 931-535-2720
Halls Public Works, TN 208 N. Church Street Halls, TN 38040	12/13/12-present	Acoustic leak detection survey; Master meter testing; Estimated leakage found: 882,000 gallons per month; No. of customers: 2,200.	Alan Cherry, Public Works Director 731-225-9786
Hartsville-Trousdale Wtr & Swr UD P.O. Box 66 Hartsville, TN 37074-0066	8/2013-present	Acoustic leak detection survey; Master meter testing; GPS surveying; Estimated leakage found: 3,200,000 gallons per month; No. of customers: 2,820.	Jerry Helm, Superintendent 615-374-3484
Woodlawn Utility District 2172 Dover Road Woodlawn, TN 37191	8/2013-present	Acoustic leak detection survey; GPS surveying; Estimated leakage found: 8,255,840 gallons per month; No. of customers: 3,150.	Lynn Burkhart, Field Operations Mgr. Ed Sample 931-552-2921
Linden Utilities P.O. Box 46 Linden, TN 37096	2/13/2014-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Emergency leak detection; Estimated leakage found: 1,103,860 gallons per month; No. of customers: 1,200.	Brad Burgess 931-589-2736
City of Tennessee Ridge P.O. Box 207 Tennessee Ridge, TN 37178	6/1/14-present	Water Loss Management Plan (4 yr); Acoustic leak detection; Meter testing; No. of customers: 1,190.	Jerry Bryant, Superintendent 931-721-3385
Clarksville Gas and Water 2215 Madison Street Clarksville, TN 37043	11/8/2014	Emergency leak detection; No. of customers: 60,000.	Chris Lambert, Water/Wastewater Director 931-645-7400
The Trane Company 2701 Wilma Rudolph Blvd. Clarksville, TN 37040	10/5/14; 11/3/14-11/7/14	Emergency leak detection; Acoustic leak detection survey.	Scott Butcher, Facility Manager 931-648-5219
Town of Sardis 34863 Hwy. 104 South Sardis, TN 38371	10/9/14; 10/14/14	Acoustic leak detection survey; No. of customers: 423.	Richard Holland 731-858-2641
County Wide Utility District 70 Cavalier Drive South Alamo, TN 38001	7/2/13; 8/26/14-8/27/14	Acoustic leak detection survey; No. of customers: 3,290.	Michael Johnson, General Manager 731-696-2908

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Adamsville Utilities 231 East Main Street Adamsville, TN 38310	6/9/13-8/18/14	Emergency leak detection; Acoustic leak detection survey; Meter testing; No. of customers: 3,400.	Paul Plunk 731-632-1401
Gainesboro Utility System P.O. Box 594 Gainesboro, TN 38562	3/26/14-3/28/14	Acoustic leak detection survey; No. of customers: 600.	Chester Hamlet 931-268-9315
Oakland Water System P.O. Box 56 Oakland, TN 38060	3/16/2014	Emergency leak detection; No. of customers: 3,880.	Eric Armstrong, Water Plant Superintendent 901-465-8830
Winchester Utilities 219 Second Ave. NW Winchester, TN 37398	2/17/2014	Acoustic leak detection survey; No. of customers: 7,521.	Tim Solomon, Distribution/Collections Supt. 931-967-2238
Gladeville Utility District 3826 Vesta Road Lebanon, TN 37090	2/10/14-2/14/14	Acoustic leak detection survey; No. of customers: 5,650.	Danny Bledsoe, General Manager Danny Lassiter, Assistant Manager 615-449-0301
City of Millington 7930 Nelson Road Millington, TN 38053	1/30/2014	Emergency leak detection.	Jimmy Black, Water & Sewer Superintendent 901-873-5673
Tiptonville Water & Sewer 130 South Court Tiptonville, TN 38079	1/12/14-1/14/14	Emergency leak detection; Flow-based leak detection; No. of customers: 1,039.	Stacey Rivers, Water Plant Superintendent 731-253-8428
Vanleer Water Works 4714 Hwy. 49 West Vanleer, TN 37181	1/10/2014	Emergency leak detection; No. of customers: 978.	Darren Green, Water Superintendent 615-763-2823
Trenton Light & Water P.O. Box 260 Trenton, TN 38382	12/30/2013	Emergency leak detection; No. of customers: 2,070.	Stacy Rice 731-855-1561
West Overton Utility District P.O. Box 278 Rickman, TN 38580	11/18/13- 11/20/13	Acoustic leak detection survey; Estimated leakage found: 345,600 gallons per month; No. of customers: 2,800.	Terry Walker, Manager 931-498-4144

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Mt. Pleasant Water P.O. Box 426 Mt. Pleasant, TN 38474	9/26/2013	Emergency leak detection; Flow-based leak detection; No. of customers: 2,432.	Bobby Nutt, Public Works Director 931-379-7717
Cumberland Heights Utility District 925 Briarwood Road Clarksville, TN 37040	9/5/13-present	Emergency leak detection; Acoustic leak detection survey; No. of customers: 1,224.	Steve Davis, Manager 931-648-2365
Puryear Water System P.O. Box 278 Puryear, TN 38251	8/20/2013	Emergency leak detection; No. of customers: 350.	Rickie Hughes, Water Manager 731-247-5364
Erwin Utilities 244 Love Street Erwin, TN 37650	6/4/13-6/5/13; 7/24/13-7/25/13	Acoustic leak detection survey; No. of customers: 5,204.	Steve Watson 423-743-1820
Newbern Water & Sewer 103 Jefferson Street Newbern, TN 38059	6/14/2013	Acoustic leak detection survey; No. of customers: 3,394.	Casey King, Water Dept. Supervisor 731-627-3221
New Market Utility District 900 W. Hwy. 11 E New Market, TN 37820	4/29/13-5/3/13	Acoustic leak detection survey; No. of customers: 1,625.	Troy Roach, Manager 865-475-2467
Wartrace Waterworks & Sewerage 29 Main Street Wartrace, TN 37183	3/6/13-3/8/13	Acoustic leak detection survey; Estimated leakage found: 4,752,000 gallons per month; Estimated savings per year: \$150,000; No. of customers: 1,057.	Bryan Smith, Manager 931-389-6144
City of Red Boiling Springs, TN 211 Commerce Street, Suite 600 Nashville, TN 37201	7/1/12-8/1/12	Acoustic leak detection survey; Estimated leakage found: 1,345,000 gallons per month; No. of customers: 1,725.	George Garden, P.E., Engineer-BWSC 615-254-1500
City of Cumberland City, TN 121 Main Street Cumberland City, TN 37050	5/1/12-5/3/12	Acoustic leak detection survey; Meter testing; Estimated leakage found: 600,000 gallons per month; No. of customers: 300.	Whitey Vaughn, Mayor 931-827-2000
Lexington Utilities 54 Monroe Avenue Lexington, TN 38351	8/20/2014	Meter testing; One WTP meter; No. of customers: 9,634.	Chuck Rowsey, Assistant General Manager 731-968-5213

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
City of Grand Junction 150 Tippah Street N Grand Junction, TN 38039	8/19/2014	Meter testing; No. of customers: 462.	David Vinyard, Public Works Manager 731-764-2871
Town of Rossville 360 Morrison Road Rossville, TN 38066	8/19/2014	Meter testing; No. of customers: 328.	Anthony Harbin 901-854-6341
Dyersburg Suburban Consolidated UD 1305 Hwy. 51 Bypass S Dyersburg, TN 38025	7/30/2014	Meter testing; No. of customers: 1,490.	Debbie Perdue, 731-285-1261
Northwest Dyersburg Utility District 9000 Lenox Nauvoo Road Dyersburg, TN 38025	7/29/2014	Meter testing; WTP meters; No. of customers: 1,615.	Tommy Reed 731-285-4114
Consolidated Utility District 860 Commercial Court Murfreesboro, TN 37133	6/23/2014	Meter testing; No. of customers: 48,208.	William Dunnill, General Manager 615-893-7225
North Stewart Utility District 2361 Hwy. 79 Dover, TN 37058	6/19/2014	Meter testing; No. of customers: 1,806.	Christopher Page 931-232-5525
Reelfoot Utility District of Lake Co. 365 Gooch Road Tiptonville, TN 38079	6/5/2014	Meter testing; WTP meters; No. of customers: 263.	William Calhoun, Superintendent 731-253-8490
North UD of Decatur & Benton Co. 6448 Hwy. 641 N Parsons, TN 38363	6/4/2014	Meter testing; WTP meters; No. of customers: 1,325.	Dick Adams, Manager 731-847-3838
Oneida Water & Wastewater Dept. 19922 Alberta Street Oneida, TN 37841	5/19/14-5/20/14	Meter testing; Four WTP meters; No. of customers: 4,312.	Michael Keaton, Water Plant Manager 423-569-6311
South Giles Utility District 8114 Elkton Pike Prospect, TN 38477	4/7/14; 6/30/14	Meter testing; Four zone meters; No. of customers: 1,400.	Cathy Dradt, Office Manager 931-468-2875

<i>Client Name & Address</i>	<i>Dates of service</i>	<i>Description of Services Provided</i>	<i>Contact Information</i>
Plateau Utility District P.O. Box 407 Wartburg, TN 37887	3/25/14-3/26/14	Meter testing; 4 WTP meters; No. of customers: 4,320.	Mike Monroe, General Manager 423-346-3101
Trezevant Water & Sewer P.O. Box 100 Trezevant, TN 38258	11/5/2013	Meter testing; WTP meters; No. of customers: 411.	Murray McCaleb 731-669-4831
Atwood Water System P.O. Box 339 Atwood, TN 38220	11/5/2013	Meter testing; WTP meters; No. of customers: 529.	Tim Rogers 731-662-7689
Loon Bay P.O.A. P.O. Box 60 Bumpus Mills, TN 37028	12/5/12 & 12/11/12	Acoustic leak detection survey; Estimated leakage found: 40,000 gallons per month; No. of customers: 60.	Joseph Bertrand, General Manager 931-232-4269
City of Cloverport, KY 212 West Main Street Cloverport, KY 40111	8/8/11-9/6/11	Acoustic leak detection survey; Estimated leakage found: 3,300,000 gallons per month.	Cathy McCoy, City Clerk/Treasurer 270-788-6632

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015 022

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:

Rye Engineering PLC

Seth W. Rye

4210 West Main Street

Erin, Tennessee 37061

931-289-2313 fax

srye@ryeengineering.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. **Precedence.** In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. **Indemnification.** Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. **Additions/Modifications.** If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. **Applicable Law; Choice of Forum/Venue.** These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. **Termination.** Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

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

State of Tennessee)
County of Houston) SS

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

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Rye Engineering PLC
(legal name of entity submitting bid or proposal)

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

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

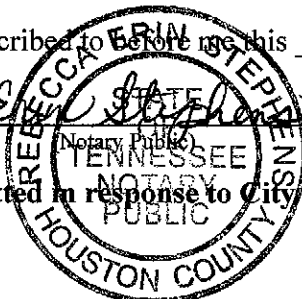
[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 18th day of February, 20 15

My Commission Expires: May 22, 2018

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-022)



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

State of Tennessee)
County of Houston) SS

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

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

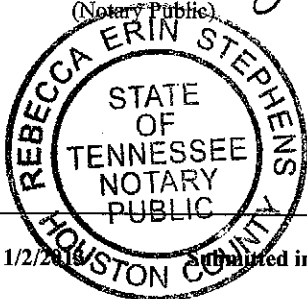
[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 18th day of February, 20 15

Rebecca Erin Stephens
(Notary Public)

My Commission Expires: May 22, 2018



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

State of Tennessee)
County of Houston) SS

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

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Rye Engineering PLC,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 18th day of February, 2015

Rebecca Ervin Stephens
(Notary Public for the State of Tennessee)

My Commission Expires: May 22, 2018



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

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

1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Rye Engineering PLC
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Owner
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - 022)

Form revised 02/25/2005

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0056)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/10/2015	A.E. Reynolds Insurance Agency, Inc.	not indicated	City of Franklin	Commercial General Liability	12/31/2015
				Automobile Liability	12/31/2015
				Workers Compensation and Employers' Liability	12/31/2015

DATE (MM/DD/YYYY)
03/10/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):

City of Franklin
109 Third Ave South
Franklin, TN 37064

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

- A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

The person or organization shown in the above Schedule is an Additional Insured, but only with respect to liability arising out of "your work" for that insured by or for you.

- B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor, not to exceed the limits provided in this policy. These limits are inclusive of and not in ad-

dition to the limits of insurance shown in the Declarations.

- C. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, the following is added:

This insurance is primary for the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that person or organization by or for you. Other insurance available to the person or organization shown in the Schedule will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

ORDINANCE 2015-02

TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 12, CHAPTER 10 OF THE FRANKLIN MUNICIPAL CODE AMENDING THE INTERNATIONAL RESIDENTIAL CODE, 2012 EDITION, REQUIRING FIRE SPRINKLERS IN SOME TOWNHOMES.”

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, the Board of Mayor and Aldermen of the City of Franklin is authorized to prescribe regulations and standards for the design, construction, and repair to buildings and structures within the City; and

WHEREAS, in its legislative judgment the Board of Mayor and Aldermen has found that building regulations and standards must be dynamic and modified from time to time to reflect changes in model codes, construction materials, recognized construction methods, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, Tennessee Code Annotated Title 68, Chapter 120, requires that for cities that enforce their own building construction safety standards, the building codes adopted by reference must be current within seven years of the date of the latest editions and that amendments to the construction codes adopted by the State must also be enforced by local jurisdictions as a minimum standard; and

WHEREAS, the State of Tennessee’s minimum building safety standards established by Tennessee Code Annotated Title 68, Chapter 120 and the Rules of the Tennessee Departments of Commerce and Insurance Division of Fire Prevention provide for sprinkling of certain townhouses; and

WHEREAS, the Board of Mayor and Aldermen believe it is in the best interest of the City of Franklin to amend Title 12, Chapter 10 of the Franklin Municipal Code to address this standard.

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

SECTION I. That Title 12, Chapter 10, Section 12-1002 of the City of Franklin Municipal Code is hereby amended to add the following text noted in **bold**; so that it shall read as follows:

Sec. 12-1002. Amendments to the 2012 edition of the International Residential Code.

...

(3) (a) R313.2 One- and Two-family Dwellings Automatic Fire Sprinkler Systems of the International Residential Code, 2012 Edition, is deleted in lieu of automatic fire sprinkler system requirements found in Title 7, section 232 of the City of Franklin Municipal Code.

(b) R313.1 is deleted and the following substituted in its place:

R313.1 Townhouse Automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.
2. An automatic fire sprinkler system shall not be required in a three (3) unit townhouse with less than five thousand (5,000) gross square feet and three (3) or fewer stories if each unit is separated by a two (2) hour fire wall.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect for any building permit application received by the Building and Neighborhood Services Department on or after the final reading, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

PASSED FIRST READING

PASSED SECOND READING

Approved as to form:

Kristen L. Corn, Staff Attorney



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
CONTRACT INSPECTION SERVICES SECTION
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
615-741-7170
FAX: 615-253-4895

Sept. 2, 2014

City of Franklin Building Dept.
Building Code Enforcement
109 3rd. Ave. So Ste. 110
Franklin, TN. 37064

Dear Code Enforcement Official:

Pursuant to Tennessee rules and regulations, Chapter 0780-02-23-.12(4)(a), which became effective on June 25, 2010, the State Fire Marshal's Office is required to "conduct a review . . . of local government's authorization to conduct building inspections to determine whether the local government is adequately enforcing the adopted building codes and is properly performing inspections." Furthermore, Chapter 0780-02-23-.12 (4)(a)(4)(c)1 requires that your office be notified in writing of this review. Please accept this letter as a preliminary review of the material submitted by your office.

The audit findings for your jurisdiction are as follows:

- ☐ Your jurisdiction did not provide an Ordinance adopting the International Residential Code (IRC).
- ☐ Your jurisdiction did not provide an Ordinance adopting the International Residential Code (IRC) that is within seven (7) years of the latest published code (2015).
- ☐ Your jurisdiction has an inspector or inspectors that are not certified in appropriate disciplines.
- ☒ Information provided shows Townhouses are not sprinkled as required by the state.

Inspectors are required to be certified as follows:

Residential Building and Commercial Building to be certified as a Building Inspector
Residential Plumbing and Commercial Plumbing to be certified as Plumbing Inspector
Residential Mechanical and Commercial Mechanical to be certified as Mechanical Inspector

We ask that you review the findings and submit a plan of corrective action within ten (30) days of your receipt of this letter. Per Chapter 0780-02-23-.12 (4)(a)(b) and (c), after we have received and reviewed your documentation and it is found unacceptable, this office will notify you of our intended action.

If you have any questions or concerns about this review process, please contact Jerry Humphrey at (615) 532-8361 or at jerry.humphrey@tn.gov

Sincerely,



Gary Farley
Director, Contract Inspection Services Section

GF/ti
Enclosure

cc: Gary L. West, Assistant Commissioner, Fire Prevention Division
Joseph Underwood, Chief Counsel for Fire Prevention & Law Enforcement

**RULES
OF
TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION**

**CHAPTER 0780-02-02
CODES AND STANDARDS**

TABLE OF CONTENTS

0780-02-02-.01	Adoption by Reference	0780-02-02-.04	Conflicts
0780-02-02-.02	Application	0780-02-02-.05	Local Ordinances
0780-02-02-.03	Retroactive Enforcement		

0780-02-02-.01 ADOPTION BY REFERENCE.

- (1) Unless otherwise provided by applicable law or the provisions of this chapter, the required minimum standards for fire prevention, fire protection and building construction safety in the State of Tennessee shall be those prescribed in the following publications:
 - (a) Except for Chapter 11 pertaining to accessibility and Chapter 27 pertaining to electrical requirements and the International Electrical Code, ICC International Building Code, 2006 edition, including ICC International Mechanical Code, 2006 edition, published by the International Code Council, Inc., 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C., 20001.
 - (b) ICC International Fire Code, 2006 edition, published by the International Code Council, Inc., 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C. 20001.
 - (c) For state buildings, educational occupancies and any other occupancy requiring an inspection by the state fire marshal for initial licensure as defined by the 2006 edition of the International Building Code, Life Safety Code (NFPA No. 101-2006), 2006 edition, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy, Massachusetts 02269-9101.
- (2) Paragraph (1) of this rule shall not be construed as adopting any provision of the cited publications which establishes:
 - (a) an optional or recommended, rather than mandatory, standard or practice; or
 - (b) any agency, procedure, fees or penalties for administration or enforcement purposes.

Authority: T.C.A. §§68-120-101, 68-120-101(a) and (e), 68-102-113, and 68-102-113(a) and (e).
Administrative History: Original rule certified June 10, 1974. Repeal and new rule filed August 17, 1976; effective September 16, 1976. Repeal and new rule filed July 27, 1982; effective August 26, 1982. Amendment filed October 11, 1985; effective November 10, 1985. Amendment filed July 9, 1990; effective August 23, 1990. Amendment filed March 13, 1996; effective May 27, 1996. Amendment filed October 14, 1997; effective December 28, 1997. Amendment filed June 12, 2001; effective August 26, 2001. Amendment filed March 19, 2004; effective June 2, 2004. Amendment filed November 16, 2007; withdrawn December 28, 2007. Emergency rule filed January 25, 2008; effective through July 8, 2008. Emergency rule filed July 8, 2008; effective through December 20, 2008. Amendment filed June 18, 2008; effective September 1, 2008. Amendments filed October 2, 2008; effective December 16, 2008.

0780-02-02-.02 APPLICATION.

- (1) The provisions of the codes adopted by reference in rule 0780-02-02-.01 shall govern the manner in which:
 - (a) the codes are applied to new construction and existing buildings.
 - (b) occupancies and types of construction are classified for the purpose of determining minimum code requirements; and
 - (c) the specific requirements of the codes may be modified to permit the use of alternate materials or methods of construction.

Authority: T.C.A. §§53-2413 and Chapter 857, Public Acts of 1982. **Administrative History:** Original rule filed July 27, 1982; effective August 26, 1982.

0780-02-02-.03 RETROACTIVE ENFORCEMENT. Any existing building which conformed to the standards legally effective at the time of its construction shall not be subject to the standards adopted by reference in rule 0780-02-02-.01, unless the nonconformity of the building to such standards poses a serious life safety hazard. However, any construction as defined in rule 0780-02-3-.01 undertaken after the effective date of this chapter shall be in compliance with the standards adopted by reference in rule 0780-02-02-.01.

Authority: T.C.A. §§53-2413, 68-102-113, 68-120-102, and Chapter 857, Public Acts of 1982. **Administrative History:** Original rule filed July 27, 1982; effective August 26, 1982. Amendment filed June 12, 2001; effective August 26, 2001.

0780-02-02-.04 CONFLICTS.

- (1) In the event of a conflict or inconsistency between the codes adopted by reference in rule 0780-02-02-.01:
 - (a) the provisions of the International Building Code shall prevail if such conflict or inconsistency relates to height, area restrictions or construction type;
 - (b) the provisions of the Tennessee Public Building Accessibility Act shall prevail if such conflict or inconsistency relates to accessibility; and
 - (c) the more stringent code provision shall prevail in all other cases.
- (2) In the event of a conflict or inconsistency between either code adopted by reference in rule 0780-02-02-.01 and Chapter 0780-02-01 (Electrical Installations) of the Rules and Regulations of the State of Tennessee, the provisions of Chapter 0780-02-01 (Electrical Installations) shall control.
- (3) Nothing in this rule shall abrogate any right of appeal granted under Tenn. Code Ann., Title 68, Chapters 102 and 120.

Authority: T. C. A. § 68-102-113(a) and (e) and 68-120-101(a). **Administrative History:** Original rule filed July 27, 1982; effective August 26, 1982. Amendment filed November 14, 1983; effective December 14, 1983. Amendment filed July 9, 1990; effective August 23, 1990. Amendment filed October 14, 1997, effective December 28, 1997. Amendment filed March 19, 2004; effective June 2, 2004. Amendment filed November 16, 2007; withdrawn December 28, 2007. Amendment filed June 18, 2008; effective September 1, 2008. Amendment filed October 2, 2008; effective December 16, 2008.

0780-02-02-.05 LOCAL ORDINANCES. Except as provided in *Tenn. Code Ann. §68-18-101*, no city, county, town, municipal corporation, metropolitan government, or political subdivision of this State shall adopt or enforce any ordinance prescribing less stringent standards of fire prevention, fire protection, or building construction safety than those established hereunder.

Authority: *T.C.A. §§58-2413, 68-17-113, 68-18-101, and Chapter 857, Public Acts of 1982.*

Administrative History: *Original rule filed July 17, 1982; effective August 26, 1982. Amendment filed October 11, 1985; effective November 10, 1985.*

**RULES
OF
DEPARTMENTS OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION**

**CHAPTER 0780-02-23
ONE AND TWO FAMILY DWELLINGS AND TOWNHOUSES**

TABLE OF CONTENTS

0780-02-23-.01	Definitions	0780-02-23-.08	Fees
0780-02-23-.02	Adoption by Reference	0780-02-23-.09	Certificates of Occupancy
0780-02-23-.03	Conflicts	0780-02-23-.10	Dispute Resolution
0780-02-23-.04	Application	0780-02-23-.11	Equivalencies
0780-02-23-.05	Permits	0780-02-23-.12	Local Government Enforcing Residential Building Code
0780-02-23-.06	Issuance of Permits in Violation of this Chapter	0780-02-23-.13	Permit Issuing Agents
0780-02-23-.07	Inspections	0780-02-23-.14	Local Governments Opting Out

0780-02-23-.01 DEFINITIONS.

- (1) As used in this chapter, unless the context otherwise requires:
- (a) Construction means the erection of a new building containing a detached one or two family dwelling or townhouse, a change of occupancy of an existing building to a one or two family dwelling or townhouse or, after October 1, 2011, an addition to an existing detached one or two family dwelling or townhouse of thirty (30) square feet or more of interior space. The term "construction" shall not be construed to include excavation, site preparation or renovation. The term "construction" shall also not be construed to include the construction or placement of a modular or manufactured home under T.C.A. Title 68, Chapter 126; however, the term "construction" shall include any additional on-site construction to a modular or manufactured home.
 - (b) Division means the Division of Fire Prevention of the Department of Commerce and Insurance.
 - (c) Department means the Department of Commerce and Insurance.
 - (d) Deputy State Building Inspector means any person who meets the qualifications in T.C.A. § 68-120-101(f)(1)(2) and is appointed by the Commissioner of Commerce and Insurance to perform inspections of one and two family dwelling and townhouse construction.
 - (e) Local government means any city, county, town, municipal corporation, metropolitan government, or political subdivision of the state of Tennessee.
 - (f) One and two family dwelling means a building that contains one or two dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied for living purposes.
 - (g) Property owner's permit means permit applied for by a record owner of the property in order to build a one (1) family dwelling in which the owner intends to live upon completion.
 - (h) Renovation means interior or exterior painting, papering, tiling, carpeting, cabinets, counter tops, reroofing, residing, glazing or replacing windows or doors, floor finishing, repairs to existing chimneys, stairs, porches, underpinnings, exterior siding or roof and

(Rule 0780-02-23-.01, continued)

similar activities, additions of exterior space and additions of less than thirty (30) square feet of interior space.

- (i) Townhouse means a single-family dwelling unit constructed in a group of three (3) or more attached units in which each unit extends from foundation to roof with a yard or public way on at least two (2) sides.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.02 ADOPTION BY REFERENCE.

- (1) Unless otherwise provided by applicable law or the provisions of this chapter, the required minimum standards for the construction of one and two family dwellings and townhouses, and additions thereto of thirty (30) square feet or more of interior space, in the State of Tennessee shall be those prescribed in the following publications:

- (a) International Residential Code, 2009 edition, published by the International Code Council, Inc., 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C., 20001, except for:

- 1. Section R313.2, One and Two Family Dwellings Automatic Fire Sprinkler Systems, pursuant to T.C.A. § 68-102-101(a)(8);
- 2. Chapters 34-43, relating to Electrical.

- (b) Amendments to the Codes:

- 1. As an alternative to Chapter 11 of the International Residential Code, the International Energy Conservation Code, 2006 edition, published by the International Code Council, Inc., 500 New Jersey Avenue Northwest, 6th Floor, Washington, D.C., 20001.

- 2. Section 313.1, Townhouse automatic fire sprinkler systems, is amended by adding “;however, an automatic fire sprinkler system shall not be required in a three (3) unit townhouse with less than five thousand (5,000) gross square feet and three (3) or fewer stories if each unit is separated by a two (2) hour fire wall” after “installed in townhouses” and before “.”.

- 3. Section 314.4, Power Source, relating to Smoke Alarms, is amended by deleting Exception 2 and replacing it with the following language:

Exception 2. Interconnection and hard-wiring of smoke alarms in existing areas shall not be required where the alterations or repairs do not result in the removal of interior walls or ceiling finishes exposing the structure.

- 4. IECC Table 402.1.1 is amended by adding the following as footnote “h”: “Log walls complying with ICC400 and with a minimum average wall thickness of 5” or greater shall be permitted in Zone 3 when a Fenestration U-Factor of .50 or lower is used, a Skylight U-Factor of .65 or lower is used, a Glazed Fenestration SHGC of .30 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.

- 5. IECC Table 402.1.1 is amended by adding the following as footnote “i”: “Log walls complying with ICC400 and with a minimum average wall thickness of 5” or greater shall be permitted in Zone 4 when a Fenestration U-Factor of .35 or lower

(Rule 0780-02-23-.02, continued)

is used, a Skylight U-Factor of .60 or lower is used, a 90 AFUE Furnace is used, an 85 AFUE Boiler is used, and a 9.0 HSPF Heat Pump (heating) and 15 SEER (cooling) are used.

- (2) Paragraph (1) of this rule shall not be construed as adopting any provision of the cited publications which establishes:
 - (a) any provision superseded by law; or
 - (b) an optional or recommended, rather than mandatory, standard or practice; or
 - (c) any agency, procedure, fees or penalties for administration or enforcement purposes inconsistent with these rules.
- (3) The provisions of the code adopted by reference in paragraph (1) shall govern the manner in which:
 - (a) the code is applied to construction of one and two family dwellings, townhouses and additions thereto of thirty (30) or more square feet of interior space as defined in this chapter;
 - (b) occupancies and types of construction are classified for the purpose of determining minimum code requirements; and
 - (c) the specific requirements of the code may be modified to permit the use of alternate materials or methods of construction.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.03 CONFLICTS.

- (1) In the event of a conflict or inconsistency between the code adopted by reference in rule 0780-02-23-.02 and Chapter 0780-02-01 (Electrical Installations) of the Rules and Regulations of the State of Tennessee, the most stringent provisions shall control.
- (2) Nothing in this rule shall abrogate any right of appeal granted under T.C.A. Title 68, Chapters 102 and 120.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.04 APPLICATION.

- (1) After October 1, 2010, the commencement of any construction, as defined in rule 0780-02-23-.01, of one and two family dwellings or townhouses undertaken shall be in compliance with the standards adopted by reference in rule 0780-02-23-.02.
- (2) After October 1, 2011, the commencement of any construction, as defined in rule 0780-02-23-.01, of additions to one and two family dwellings or townhouses of thirty (30) square feet or more of interior space undertaken shall be in compliance with the standards adopted by reference in rule 0780-02-23-.02.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.05 PERMITS.

- (1) After October 1, 2010, no construction of a one or two family dwelling or townhouse shall be started without securing a building permit from an issuing agent authorized by the Commissioner of Commerce and Insurance, except in an exempt jurisdiction or in the unincorporated areas of a county or in a municipality that have opted out of these provisions. The permit must be secured in the area where the work is to be performed until a certificate of occupancy is issued. A separate permit shall be required for each unit of a townhouse.
- (2) After October 1, 2011, no construction of an addition to a one or two family dwelling or townhouse of thirty (30) square feet or more of interior space shall be started without securing a building permit from an issuing agent authorized by the Commissioner of Commerce and Insurance, except in an exempt jurisdiction or in the unincorporated areas of a county or in a municipality that have opted out of these provisions. The permit must be secured in the area where the work is to be performed until a certificate of occupancy is issued.
- (3) A property owner's permit shall automatically expire upon completion of the work for which the permit was issued. All work done under such permit shall be subject to regular inspection requirements and fees and other applicable laws and regulations. Pursuant to T.C.A. § 68-6-103, an individual may obtain only one (1) property owner's permit within a twenty four (24) month period.
- (4)
 - (a) When applying for a permit, an applicant shall complete a form prescribed by the Department containing at least the following information:
 1. The location where the work will be performed;
 2. A description of the work to be performed;
 3. The use and occupancy of the structure;
 4. The valuation of the project;
 5. The square footage of the construction; and
 6. The signature of the applicant.
 - (b) When applying for a permit, an applicant shall present:
 1. Payment in an acceptable form in the amount of the permit fee; and
 2. Licensure pursuant to T.C.A. Title 62, Chapter 6 (except for a property owner's permit).
 - (c) When applying for a permit, an applicant shall certify and have proof available, if requested, of:
 1. Availability of public sewer or a septic permit; and
 2. Any license or permit required by state law or local ordinance.
- (5) All building permits are non-transferable.

(Rule 0780-02-23-.05, continued)

- (6) In the event more than one (1) rejection is issued during the building inspection process, an additional inspection permit must be applied for and obtained for each subsequent rejection.
- (7)
 - (a) A building permit shall be void if the authorized work is not commenced within one hundred eighty (180) days after its issuance. If the work authorized by a permit is commenced and then suspended or abandoned for a period of one hundred eighty (180) days a building permit shall be void. The Commissioner of Commerce and Insurance, or designee thereof, is authorized to grant, in writing, one or more extensions of time, for periods of not more than one hundred eighty (180) days each. The extension must be requested in writing and justifiable cause demonstrated.
 - (b) Every building permit shall expire two (2) years from the date of issue or upon the issuance of the certificate of occupancy unless:
 - 1. the inspector determines that substantial progress has been made in the work authorized by the permit; and
 - 2. the permit holder is granted an exception after submitting a written request to the Commissioner of Commerce and Insurance, or designee thereof.
 - (c) No construction work for which a permit is required shall be commenced in any building or premises until a permit to perform such work is obtained.
- (8) The original permit, along with any other required state or local permit, shall be placed on site and readily available for inspection. Upon completion of a request form prescribed by the Department, a duplicate original permit may be obtained for a fee of ten dollars (\$10.00) in the event of a loss or destruction thereof.
- (9) It is the responsibility of all persons performing work on the site to comply with the required codes.
- (10) The issuance of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this chapter or of any state law or regulation or any ordinance of the local jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this chapter, any state law or regulation or any ordinance of the local jurisdiction shall not be valid. The issuance of a permit based on construction documents or other data shall not prevent the Division from requiring the correction of errors in the construction documents or other data. The Division is also authorized to prevent occupancy or use of a structure where there is a violation of the chapter or any state law or regulation.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.06 ISSUANCE OF PERMITS IN VIOLATION OF THIS CHAPTER.

- (1) The Division may suspend or revoke a permit issued under the provisions of this chapter wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any state law or regulation or any of the provisions of this chapter.
- (2) Upon notice from the Division to the issuer, the issuer shall immediately revoke any permit issued in violation of state law or regulation or this chapter, and any construction on such project must cease until proper approval is obtained and a new permit issued pursuant to this chapter.

(Rule 0780-02-23-.06, continued)

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.07 INSPECTIONS.

- (1) Inspections of construction of one (1) family and two (2) family dwellings, townhouses begun after October 1, 2010, and additions thereto of thirty (30) square feet or more of interior space begun after October 1, 2011, will be conducted by deputy building inspectors appointed under contract with the Commissioner of Commerce and Insurance pursuant to T.C.A. § 68-120-101.
 - (a) Fees for such inspections for services in subparagraph (2)(a) are specified in rule 0780-02-23-.08.
 - (b) Fees charged for additional inspections, including consultation inspections, slab inspections, plumbing, mechanical and gas inspections and inspections necessitated by more than one (1) rejection on the project, are specified in rule 0780-02-23-.08.
- (2)
 - (a) Inspections are required on:
 1. Foundations after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, equipment and special requirements for wood foundations. Monolith poured slabs shall be inspected as the footing for the structure.
 2. After October 1, 2011, plumbing and mechanical systems prior to covering or concealment, before fixtures or appliances are set or installed, and prior to or at the same time as the framing inspection.
 3. Frame after roof, framing, fire stopping, draft stopping, bracing rough in plumbing, rough in mechanical and rough in electrical are in place.
 4. Final after the permitted work is complete and prior to occupancy.
 - (b) If a slab foundation, other than a monolith pour, is to be used, an inspection of the slab shall be required in addition to the foundation inspection.
 - (c) Energy efficiency inspections shall occur during the required inspections specified in rule 0780-02-23-.08(2) as required by the adopted code.
- (3) It shall be the duty of the permit holder or agent thereof to notify the building inspector through the permit issuing agent that such work is ready for inspection. It shall be the duty of the person requesting any inspections required to provide access to and means for inspection of such work.
- (4) Inspections shall be conducted in the order set out in paragraph (2) of this rule. Work shall not be done beyond the point indicated in each successive inspection without first obtaining approval of the building inspector. The building inspector, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with the code. Any portions that do not comply with the code shall be corrected and such portions shall not be covered or concealed until authorized by the building inspector.

(Rule 0780-02-23-.07, continued)

- (5) The Commissioner of Commerce and Insurance, or designee thereof, may waive an inspection if an inspection letter approving the work acceptable to the Department is signed and submitted by an architect or engineer currently registered in the State of Tennessee.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.08 FEES.

- (1) The fee shall be payable in full at the time of application for a building permit. The fee shall be determined based on actual expected construction costs; however, the actual costs shall not be less than the construction cost based on the latest available Building Valuation Data published by the International Code Council (using a 0.60 Cost Modifier, except for the footnotes). The fee for a permit for construction shall be as specified in the following table:

Total Construction Cost	Fee
\$0.00 to \$5,000	\$100
\$5,001 to \$100,000	\$350
\$100,001 to \$150,000	\$400
\$150,001 to \$200,000	\$450
\$200,001 to \$250,000	\$500
\$250,001 to \$300,000	\$550
\$300,001 AND UP	\$550 for the first \$300,000; plus \$50.00 for each additional fifty thousand dollars (\$50,000) above \$300,000 or fraction thereof.

- (a) When the permit fee is to be collected from another state department or agency, the permit may be issued once all information needed to invoice or journal voucher the other state department or agency has been received.
- (b) If the application for a building permit must be resubmitted because its issuance has become invalid under paragraph (3) of rule 0780-02-23-.05, the fee established in this rule will be imposed.
- (2) After October 1, 2011, the fee for a plumbing and mechanical inspection shall be one hundred dollars (\$100.00) in addition to the fees above.
- (3) The fee for a slab inspection, other than monolith pours, shall be one hundred dollars (\$100.00) in addition to the fees above.
- (4) The fee for a re-inspection necessitated by more than one (1) rejection on a project shall be one hundred dollars (\$100.00).
- (5) The fee for a consultation inspection or a temporary certificate of occupancy shall be one hundred dollars (\$100.00).
- (6) The Division may require appropriate documentation of costs (such as contractors' bids or invoice) if:

(Rule 0780-02-23-.08, continued)

- (a) in the Division's opinion, the construction cost of a project has been underestimated in permit application based on the latest available Building Valuation Data published by the International Code Council (using a 0.60 Cost Modifier, except for the footnotes).
 - (b) After initial review, if such documentation warrants an additional permit charge it shall be computed, assessed, and paid promptly and no further construction shall be authorized pursuant to the authority of the permit until payment is made.
- (7) If a permit expires before completion of a project or a project is stopped before its completion, the permit holder shall be entitled to a refund of the inspection fees that would have been due to the deputy building inspector under their contract for any required inspection under rule 0780-02-23-.08 that was not performed, provided that the permit holder requests such refund on a form prescribed by the Division within sixty (60) days of the expiration of the permit or the date the project stopped.
- (8) Any person who begins any work on any building or structure before obtaining the necessary permit required under this chapter shall be subject to an additional fee of one hundred percent (100%) of the required permit fee for each violation thereof.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.09 CERTIFICATE OF OCCUPANCY.

- (1) A new one (1) or two (2) family dwelling, townhouse, where construction began after October 1, 2010, or any additions thereto of thirty (30) square feet or more of interior space regulated under this chapter, where construction began after October 1, 2011, shall not be occupied until the Division has issued a certificate of occupancy.
- (2) A certificate of occupancy shall be issued after the passage of all inspections required by this chapter and passage of the final electrical inspection.
- (3) The certificate of occupancy shall state:
 - (a) the building permit number;
 - (b) the address of the building;
 - (c) the name and address of the building owner;
 - (d) the name(s) of the deputy building inspector(s);
 - (e) the edition of the code the building permit was issued under; and
 - (f) the date of issuance.
- (4) A temporary certificate of occupancy may be issued by the Division for a portion or portions of the construction that may be occupied safely prior to final completion of the building.
- (5) The Division may suspend or revoke a certificate of occupancy issued under the provisions chapter wherever the certificate of occupancy is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any state law or regulation or any of the provisions of this chapter.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.10 DISPUTE RESOLUTION.

- (1) Disputes that arise during the inspection process shall be resolved as follows:
 - (a) When a dispute arises as to the interpretation or applicability of a code provision between the owner, designer or contractor on a project and the Deputy Building Inspector inspecting the project, the dispute shall be submitted to the Director of Codes Enforcement, or designee thereof, for resolution.
 - (b) If the owner, designer or contractor disagrees with the decision of the Director of Codes Enforcement or designee thereof, the dispute shall be submitted to the Assistant Commissioner for Fire Prevention for resolution.
 - (c) If the owner, designer or contractor disagrees with the decision of the Assistant Commissioner for Fire Prevention, the dispute shall be submitted to the Commissioner of Commerce and Insurance, or the Commissioner's designee, for resolution.
 - (d) At any point during this process, the parties may agree to submit the dispute to the publisher of the code section at issue for a written opinion.
- (2) The entire dispute resolution process set forth in paragraph (1) above shall be completed as quickly as possible, but no more than thirty (30) calendar days from the date that the dispute is first submitted for resolution, unless the dispute is submitted to the code publisher for an opinion.
- (3) If there are any fees charged by the code publisher for rendering its written opinion, those fees shall be paid by the owner of the project before a certificate of occupancy will be issued by the Division.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.11 EQUIVALENCIES.

- (1) Wherever there are practical difficulties involved in carrying out the provisions of this chapter and the codes adopted in this chapter, the Commissioner of Commerce and Insurance, or designee thereof, shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Commissioner of Commerce and Insurance, or designee thereof, shall first find that the special individual reason makes the strict application of the codes adopted in this chapter impractical and the modification is in compliance with the intent and purpose of the codes adopted in this chapter and that such modification does not lessen, health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and kept in the files of the Division.
- (2) The provisions of the codes adopted in this chapter are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Commissioner of Commerce and Insurance, or designee thereof, finds that the proposed design is satisfactory and complies with the intent of the codes adopted in this chapter, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed by the codes adopted in this chapter in quality, strength, effectiveness, fire resistance, durability and safety.

(Rule 0780-02-23-.11, continued)

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.12 LOCAL GOVERNMENT ENFORCING RESIDENTIAL BUILDING CODES.

- (1) Purpose. Pursuant to T.C.A. § 68-120-101, a local government may be responsible for enforcing residential codes for the construction of new one (1) and two (2) family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space. The county or city is authorized to charge and receive a fee for each inspection performed. This rule sets forth the criteria by which local governments are authorized to enforce residential codes and procedures by which the Division may review such authorization.
- (2) Initial Authorization.
 - (a) On or before July 1, 2010, or upon subsequent adoption thereof, a local government meeting the requirements of T.C.A. § 68-120-101 relating to having chosen to adopt and building construction and fire safety codes for the construction of new one and two family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space, shall provide the Division with the following information:
 1. The title(s) and edition(s) of the code(s) that are adopted and enforced, which shall show that the local government has adopted a code(s) that is current within seven (7) years of the date of the latest edition;
 2. The number and types of inspections that will be conducted;
 3. The names of all persons who are employed by the local government to perform building inspections on the construction of one and two family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space and who meet the training requirements of T.C.A. § 68-120-101(f)(1)(B).
- (3) The local government's adopted residential code publication shall be current within seven (7) years of the date of the latest edition thereof, unless otherwise approved in writing by the Commissioner of Commerce and Insurance.
- (4) Review of Local Government Authorization.
 - (a) For any local government that is authorized to enforce building construction codes for one and two family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space, the Division will conduct a review of the local government's authorization at least once every three (3) years. The local government shall submit the following information on a form provided by the Division within thirty (30) days of its receipt of the form.
 1. The title(s) and edition(s) of the code(s) that will be adopted and enforced;
 2. The number and types of inspections that are conducted;
 3. A description of the permit issuance, enforcement and recordkeeping process for all inspection activities;
 4. The names of all persons who are employed by the local government to perform building inspections on the construction of one and two family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space and who meet the training requirements of T.C.A. § 68-120-101(f)(1)(B).

(Rule 0780-02-23-.12, continued)

The Division may request any other documentation it deems necessary from the local government to evidence compliance with the requirements T.C.A. § 68-120-101 and may conduct an on-site review to the local government to review the residential building permit and inspection process.

- (b) Each local government that is selected for an on-site review pursuant to this paragraph will be notified of the review in writing.
- (c) Report of Review.
 - 1. After conclusion of the review, the Division will notify the local government in writing whether the local government's code is current as required by law and whether there are any area(s) in which the local government is not adequately enforcing the adopted residential building codes or properly performing inspections.
 - 2. If the local government has not adopted a current code or is not adequately enforcing the adopted residential building codes or properly performing inspections, the notification will contain recommended corrective action, and the local government will be directed to submit a plan of corrective action to the Division within thirty (30) days after its receipt of the notification. The plan of corrective action shall be sufficiently detailed so as to ensure compliance with all requirements for initial authorization.
 - 3. Within thirty (30) days after receipt of the local government's plan of corrective action, the Division shall either approve or disapprove the plan. If the plan is approved, the Division may conduct periodic follow-up reviews to ensure continued compliance with the plan. If the plan is not approved, the Division may remove the local government's authorization to conduct building inspections on the construction of one and two family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.13 PERMIT ISSUING AGENTS.

- (1) All individuals, including all business entities, local governments and cooperatives, who undertake to issue building permits under this chapter, must hold a current contract with the Department of Commerce and Insurance, as administered through the Division of Fire Prevention.
- (2) State deputy building inspectors and their immediate families are ineligible to become issuing agents. Additionally, without prior approval from the Department, no individual or business entity in any way related to or financially associated with any Department official will be allowed to become an issuing agent.

Authority: T.C.A. § 68-120-101(a), (b) and (d). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

0780-02-23-.14 LOCAL GOVERNMENT OPTING OUT OF THESE PROVISIONS.

Any local government opting out of the provisions of T.C.A. § 62-120-101 regarding residential building codes for the construction of one and two family dwellings, townhouses and additions thereto of thirty (30) square feet or more of interior space shall submit to the state fire marshal the following:

(Rule 0780-02-23-.14, continued)

- (1) a certified copy of the resolution opting out of these provisions;
- (2) the date of the next election for the legislative body; and
- (3) the name and mailing address of the person responsible by law for recordkeeping for the legislative body and to whom any notifications should be sent.

Authority: T.C.A. § 68-120-101(b). **Administrative History:** Original rule filed March 29, 2010; effective June 27, 2010.

**ORDINANCE 2014-28
AS AMENDED**

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TABLE 3-2:
PERMITTED USES AND CHAPTER 8 DEFINITIONS, TO
ALLOW SHORT-TERM VACATION RENTALS IN VARIOUS
ZONING DISTRICTS”**

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

WHEREAS, the City of Franklin, Tennessee encourages tourism and has become a destination for tourists; and

WHEREAS, the City of Franklin, Tennessee encourages unique, transient lodging opportunities to enhance the experience of visitors; and

WHEREAS, the City of Franklin, Tennessee encourages entrepreneurs and small business ownership; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified by allowing property owners in certain zoning districts to lease their homes as short-term vacation rentals.

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

SECTION I. That Chapter 3, Section 3.2.3 Use Table, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

TABLE 3-2: PERMITTED USES

Use Types “P” = Permitted	Base Zoning Districts																		Addi- tional Req- uire- ment s	
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI		CI
COMMERCIAL USES																				
Bed and Breakfast Establishments	P	P	P	P	P	P	P	P				P			P					Sec. 3.2.7 (1) and (3)
Service Commercial Uses								P					P	P	P	P				Sec. 3.2.7 (1)
Short-Term Vacation Rentals	P	P	P	P	P	P	P	P				P			P					
Telecommunication Towers and Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.2.7 (1) and (4)

SECTION II. That Chapter 8, Section 8.2 Glossary, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

TABLE 8.1: ABBREVIATIONS	
Abbreviation	Term
SRO	Scientific Research Overlay
STVR	Short-Term Vacation Rental
SWCO	Seward Hall Character Area

.....

SECTION III. That Chapter 8, Section 8.3 Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

Shoebox-Style Lighting Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

An existing dwelling unit used, in its entirety, for transient occupancy of 21 days or less, for which the city has issued to the owner a business license for such use.

Shrub

A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.

.....

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

PLANNING COMMISSION RECOMMENDED:	10/23/2014
PASSED FIRST READING:	04/14/2015
PUBLIC HEARING HELD:	05/26/2015
PASSED SECOND READING:	05/26/2015
AMENDED AND PASSED THIRD READING:	06/09/2015



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
STATE FIRE MARSHAL'S OFFICE
CODES ENFORCEMENT SECTION
500 James Robertson Pkwy.
Nashville, TN 37243-0577
615.741.7190

Memorandum

Date: September 20, 2014, Rev. 1
To: Owners, Designers and Contractors of Transient Rental Homes
From: Chris Bainbridge, Director
Re: Requirements for Plans and Inspections of Transient Rental Homes

In April 2014, the State Fire Marshal's Office was informed that transient rental cabins were improperly classified as one- and two-family dwellings. The following is offered to provide clarification of the plans review and inspection processes of these buildings.

One- and two-family dwellings are required by law to be built in compliance with the International Residential Code (IRC) and are intended to be occupied by individuals accustomed to the building. The occupants are familiar with the building and are better able to escape in the event of an emergency.

Rental homes occupied on a transient basis (for no more than 30 days) are required to be built in compliance with the International Building Code (IBC) and have additional safety features not found in a one- and two- family dwelling. These transient rental homes are classified as R1 in the 2006 edition of the IBC. The design and construction of these buildings requires familiarity with the IBC and with plan submission requirements of the State Fire Marshal's Office.

Only plans for those rental homes located outside of an Exempt Jurisdiction must be submitted to the State Fire Marshal's Office. A list of Exempt Jurisdictions can be found at <http://www.tn.gov/fire/documents/exemptjurisdictions1125.pdf>. Rental homes located in an Exempt Jurisdiction must be permitted by that jurisdiction.

The requirements for new transient rental homes issued improper local permits as one- and two-family dwellings are:

1. Plans may be submitted online at <http://apps.tn.gov/tnsfmo/>;
2. The plans must be designed to the 2006 IBC and 2006 IFC;
3. A fee must be paid for plans required to be submitted the State Fire Marshal's Office. A fee calculator can be found at <http://www.tn.gov/commerce/sfm/documents/FeeCalculator.pdf>;
4. Rental homes which are more than two (2) stories or five thousand (5,000) *gross square feet* or more must have a full set of plans submitted by a Tennessee registered architect or engineer. *Gross square feet* is the area of all stories within the outside perimeter of the exterior walls. *Gross square feet* includes any finished or occupied basements. A

basement counts as a story if: 1) The finished surface of the floor above the basement is more than six (6) feet above *grade plane*; or 2) The finished floor surface of the floor above the basement is more than twelve (12) feet above finished ground level at any point. *Grade plane* is a reference plane representing the average finished ground level adjoining the building at exterior walls. See

http://publicecodes.cyberregs.com/icod/ibc/2006f2/icod_ibc_2006f2_5_sec002.htm for more information;

5. The State Fire Marshal's Office will accept the submission of plans not sealed by an architect or engineer for rental homes which are one (1) or two (2) stories and less than five thousand (5,000) gross square feet. The requirements for these plans are attached.
6. Single unit rental homes may be three (3) stories if it is less than five thousand (5,000) gross square feet, has an exterior stair installed on all occupied floors *and* the maximum occupant load is set to ten (10) occupants by the building owner;
7. Rental homes must contain a fire sprinkler system. An NFPA 13 or 13R fire sprinkler system is required by 2006 IBC 903.3.1;

Exception: A NFPA 13D fire sprinkler system is allowed in single unit homes which are up to three (3) stories and less than five thousand (5,000) gross square feet which have single station, interconnected and hardwired smoke alarms located in all occupiable rooms. The sprinkler system must automatically notify the fire department if activated. Balconies and decks are not required to be sprinklered per 2006 IBC 903.3.1.2.1.

8. A fire alarm system is required per 2006 IBC 907.2.8;

Exception: Single unit homes that are up to three (3) stories and less than five thousand (5,000) gross square feet with a maximum occupant load set to ten (10) occupants by the building owner are not required to have a fire alarm system.

9. The State Fire Marshal's Office will enforce state accessibility standards on single unit homes which are designated accessible on the submitted plans. Compliance with the Americans with Disabilities Act (ADA) is the responsibility of the building owner and state registered designer;
10. Rental homes under construction and those constructed under improper permits will have limited inspections focusing on the installation of life safety features such as: egress components, fire alarm/smoke detector systems, fire sprinkler systems and interior finishes. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

The State Fire Marshal's Office will require that building owners of transient rental homes built after October 2010 which were improperly permitted as one- and two- family dwellings and currently occupied provide a Plan of Corrective Action (POCA). The POCA must identify the work needed to bring the fire and life safety components of the building into compliance with the IBC as R1 occupancy. As long as there are no severe fire safety hazards, owners may continue occupancy of the homes while corrections are being made. Inspections of the fire and life safety features will be conducted accordingly. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL'S OFFICE
500 James Robertson Parkway
Nashville TN 37243-0577
615.741.7190

**GUIDELINES FOR PLAN SUBMITTAL OF
1 OR 2 STORY RESIDENTIAL OCCUPANCIES LESS THAN 5000 GROSS SF
(Use Classified as other than 1- or 2- Family Dwelling or Townhouse)**

The following guidelines are the minimum standards for submission of plans for these buildings to the State Fire Marshal's Office. There may be circumstances that require a set of plans to be designed by a registered architect or engineer.

Submittal Requirements

1. Provide completed Plan Review Submittal Form with the required review fee (based on the estimated cost of construction). [TDCI Rule 0780-02-03-.05(a), 0780-02-03-.04]
2. Provide one (1) complete set of plans (Including plot plan and floor plans) with a PDF version on CD accompanied by letter certifying that the PDF version is an exact copy of the paper version submitted. [TDCI Rule 0780-02-03-.03(3)(b)]
3. Provide "Letter of Clarification" signed (original) by non-registrant (the person) preparing the plans. [AG Opinion No. 09-188, A & E Manual Appendix B]

General Plan Requirements [IBC 106.1.1]

1. Standard plan size is 24" x 36". The minimum paper size is 18" x 24". Use ink only (no pencil). All plan sheets must be uniform in size, printed on substantial paper, and be of sufficient clarity to indicate the location, nature, and extent of work proposed.
2. Site Plan minimum scale is 1"=20 feet. Show the entire parcel - if you have a very large parcel, you may use a reduced scale such as 1:50 or 1:100 as long as the grading portion of the site plan is no smaller than 1:20 scale (this method would require two drawings).
3. Floor Plan minimum scale is 1/4" per foot.
4. Standard architectural symbols should be used and identified in a legend.
5. Plans prepared by a non-registered architect or engineer must be signed (original) and dated by the person who prepared them.
6. A Tennessee registered architect or engineer must prepare, stamp and sign structural plans that utilize an engineer's design, or any buildings that are outside the limitations of 2006 IBC Chapters 16-23.

Cover Sheet [IBC 106.1.1]

1. Provide the following general information on the cover sheet and on title block of each page: job site address, owner's name and mailing address, and the non-registrant's name and address with (original) signature (person preparing the plans).
2. The first page of the plans must contain a statement that the construction will comply with the adopted codes in effect at the time your application is submitted, currently the following: 2006 International Building Code, 2006 International Fire Code, 2006 International Fuel Gas Code, 2006 International Mechanical Code, 2006 International Energy Conservation Code, and NFPA 70 National Electrical Code, 2008 Edition.
3. For buildings that are required to be accessible, the first page of the plans must contain a statement that the construction will comply with the 2010 ADA Standards for Accessible Design. [\[TCA 68-120-204\]](#)
4. The first page of the plans must include the following building information: (1) Occupancy Group and Use Classification per Chapter 3, 2006 IBC; (2) Construction type per 2006 IBC Chapter 6; (3) Sprinkler standard used, per 2006 IBC Chapter 9; (4) Number of stories, and/or height of building; and (5) the Gross Area of building.
5. The first page of the plans must include the design live load values for wind, roof, floor, stairs, guard and hand railings, seismic, etc., as follows:
 - a. For new buildings, provide design live load values per IBC Section 1603.
 - b. For existing buildings that have not been reviewed and approved by our office, provide an evaluation report sealed, signed, and dated from a Tennessee licensed structural engineer. The evaluation report must show determination of adequacy of the existing structure to support the minimum Chapter 16. [IBC 3410.4.1]

Site Plan

Due to the technical nature of this aspect of the building plans, we recommend that you have a professional (engineer, architect, landscape architect, surveyor) assist with this portion of your plan preparation.

1. Show location and footprint of all existing structures, property lines, water mains and other utilities, fire department access and all ingress/egress to public ways. Include size and location of LP-Gas storage tanks (NFPA 58, 2008 Edition) and any other above ground storage tanks. [IBC 106.2, IFC Section 503]
2. Show the location of the fire hydrant(s) used to meet the 600 feet or less hose lay requirement with flow test data next to the hydrant tested. Flow test must have been conducted within the last six months and during peak demand hours. [IFC Section 508, TDEC Rule 1200-05-01-.017(18)]
3. Indicate height and location of retaining walls. Note that retaining walls exceeding 4' in height must be designed or approved by a Tennessee registered Engineer or Architect. In the case where retaining walls are part of the foundation system, the wall must be engineered, and designed or approved by a Tennessee registered Engineer or Architect.

Elevations

1. Provide four exterior elevations (side views) of the proposed structure (North, South, East and West). Show the proposed grade as it will be after final grading. For example, if the building foundation will be stepped to match an existing slope, this must be shown on each elevation.

Energy Package

1. Show the climate zone on the plans.
2. Provide *ResCheck* Compliance Certificate. The author of the energy documents must sign the package as well as the designer/owner. Free *ResCheck* software is available from the U.S. Department of Energy at <http://www.energycodes.gov/rescheck/>.
3. Show the R-value of the floor, walls and ceilings sectional details. Show the energy values of doors, windows and other fenestration.

Foundation Plan [See Inspector Checklist for Specific Code Reference]

1. Show all foundation elements (details), including interior footings and piers, on plan. Indicate the type, height, unbalanced backfill, of foundation walls. Note that foundation walls exceeding the prescriptive levels of IBC 1805.5 must be designed or approved by a Tennessee registered Engineer or Architect, if applicable. In the case retaining walls are part of the foundation system the wall must be designed or approved by a Tennessee registered Engineer or Architect.
2. Show minimum under floor ventilation of 1 sq. ft. per 150 sq. ft. of floor area with cross-ventilation. Crawl spaces shall be provided with a minimum of one access opening not less than 18"x24". Show minimum 18" clearance from grade to the bottom of floor joists (minimum 12" for girders). Specify foundation bolt size and spacing.
3. Provide a cross-section showing typical footing/stem wall or footing/slab dimensions, including placement and size of reinforcement.
4. Show hold-down locations, and provide a hold-down schedule on foundation plan. Note on plan that all hold-downs are to be fastened in place prior to foundation inspection.
5. For building sites steeper than a 1:10 slope, provide a stepped footing detail (cross section).
6. For slab-on-grade construction, show type of slab reinforcement. Also show vapor barrier if it is a habitable area. Be sure that the reinforcement type installed matches the plan engineering.

Floor Plan [See Inspector Checklist for Specific Code Reference]

1. Provide a fully-dimensioned floor plan for each building level. Label each room or area with its proposed use and dimensions. At least habitable one room within a dwelling unit must have minimum 120 S.F. net floor area. All other habitable rooms shall have a minimum 70 S.F. net floor area.
2. Provide a Door & Window Schedule showing all doors and windows with nominal sizes. Show natural light and ventilation calculations.
3. Show all fire rated walls and doors for tenant space / dwelling unit separation, in corridors, between or a garage and adjacent living space (including an attic continuous between the garage and

adjacent living space).

4. Show egress window locations in sleeping rooms. (See exception)
5. Show safety glazing in hazardous locations.
6. Show a minimum 36" x 36" landing on each side of an exterior doorway.
7. Show a minimum 22" x 30" access to attic areas that have 30" of headroom.
8. Show Stair and handrail details.

Floor-framing [See Inspector Checklist for Specific Code Reference]

1. Show the type, size, and spacing of girders and floor joists. Identify if manufactured joists are used. Note that floor joists must be spaced no further apart than 16" O.C. when the underside forms part of a fire separation, such as between a garage and a living space above, otherwise an approved listing assembly will be required.
2. Show the thickness and span rating of the floor sheathing (for example: 3/4", 20/40 plywood).
3. Provide details for additional support under concentrated loads such as brick hearths, rock work, wood stoves, gas stoves, and so forth.

Wall Framing [See Inspector Checklist for Specific Code Reference]

1. Provide one or more typical cross-sections to clearly showing how the structure will be constructed. Provide close-up details to clarify specific connections or other special framing.
2. Provide a cross-section showing typical high wall, beams trusses or rafters as applicable.
3. Show all header/beam locations and sizes. Note that beam sizes must match the project engineering where required.
4. Show method of bracing the structure. Provide fastener size and spacing for shear walls or braced wall panels.
5. If a deck is to be built, provide a deck framing plan with a typical cross-section.

Roof and Ceiling Framing [See Inspector Checklist for Specific Code Reference]

1. For conventional (non-engineered) site-built roofs, show rafter size and ceiling joists, grade, and spacing. Show wall ties a minimum of 48" on center.
2. For engineered trusses, provide typical details of the truss & required hardware specifications from the truss manufacturer.
3. Show the thickness and span rating of the roof sheathing (for example: 5/8" 24/16 plywood).
4. Show location of attic ventilation.
5. Specify the type of roof covering.

Mechanical Plan [See Inspector Checklist for Specific Code Reference]

1. The mechanical plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of HVAC equipments (FAU, A/C, Water heater, Heat pump, Air handler, Exhaust fan, etc.). The equipment shall not be placed within the required side/ rear setbacks.
3. In bathrooms and toilet rooms, show mechanical ventilation to outside where required.
4. Show where the gas piping enters the building and specify the type of gas to be used (propane or natural gas). If any show the location of LPG tanks.
5. Show all gas appliance locations with the rated BTU (input) of each device. Show how gas appliances in confined spaces will receive combustion air. Note the size and location of the openings.
6. If a water heater is located in the garage, show the burner assembly located a minimum of 18" above the floor. Appliances installed in garages shall be located behind protective barriers or located out of the normal path of vehicles. Show approved seismic bracing for all water heaters, when applicable.

Plumbing Plan [See Inspector Checklist for Specific Code Reference]

1. The plumbing plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of plumbing equipment (water closets, sinks, tub, showers, water heater, etc.)

Electrical Plan [See Inspector Checklist for Specific Code Reference]

1. The electrical plan may be included on the floor plan if sufficient clarity is retained.
2. The electrical plan must include the location of the service panel and its rated ampacity. Provide load calculations with panel schedule identifying circuits. Show all outlets, switches, light fixtures and smoke detectors. Label any 220-volt outlets. Label all required GFCI (ground fault interrupter circuit) outlets
3. Specify that all bedroom branch circuits are protected by an arc fault circuit interrupter.
4. In R-1 & R-2 Occupancy Groups, provide fire alarm details & specification.

Fire Sprinkler Plan [See Inspector Checklist for Specific Code Reference]

1. A Tennessee Licensed Sprinkler Contractor is required. Sprinkler Shop drawings must be prepared and submitted by a Responsible Managing Employee.
2. Identify the type of system to be installed in the building. Provide preliminary hydraulic calculations that show the water supply is adequate to meet the demand of the system.

ORDINANCE NO. BL2014-951

An ordinance to amend Chapter 6.28 of the Metropolitan Code pertaining to Short Term Rental Property.

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 6.28 of the Metropolitan Code is hereby amended by adding the following new Section 6.28.030:

6.28.030 Short Term Rental Property (STRP).

A. For purposes of this section, "Short Term Rental Property (STRP)" means a residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised for rent for transient occupancy by guests as those terms are defined in Section 5.12.010 of the metropolitan code. Residential dwelling units rented to the same occupant for more than 30 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Rental Property.

B. For purposes of this section, "owner-occupied" means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot.

C. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration.

D. Application. The STRP permit application shall include the following information:

1. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
2. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than \$1,000,000 per occurrence.
3. If the STRP unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application.

E. Signage. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.

F. All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.

G. The STRP shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.
- H. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- I. No food shall be prepared for or served to the transient by the permit holder.
- J. The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
- K. Maximum occupancy. The maximum number of paying adult guests permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit.
- L. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be thirty (30) consecutive days.
- M. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STRP.
- N. Expiration of permit. A STRP permit shall expire three hundred sixty-five (365) days after it is issued. STRP permits may be renewed upon the payment of a fifty dollar renewal fee to the department of codes administration.
- O. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- P. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- Q. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the metropolitan code. No more than 3% of the single-family or detached two-family residential units within each census tract shall be permitted as non-owner-occupied short-term rental use as determined by the Zoning Administrator.
- R. Denial or Revocation of Permit.
 1. Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints.
 2. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked.
 3. Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
 4. Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to section 17.40.180.A. of the metropolitan zoning code.

Section 2. The department of codes administration shall begin accepting STRP applications on March 31, 2015, and shall begin enforcing the provisions of this Ordinance from and after July 1, 2015.

Section 3. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by: Burkley Allen, Charlie Tygard, Peter Westerholm, Anthony Davis

Amendment No. 1
To
Ordinance No. BL2014-951

Madam President:

I move to amend Ordinance No. BL2014-951 by amending Section 1 as follows:

I. By deleting the provisions of subsection G. and substituting with the following new subsection G.:

G. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

II. By deleting the phrase “paying adult guests” wherein it appears in subsection K., and substituting with the phrase “occupants”.

III. By adding the following provisions at the end of subsection R.:

5. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.

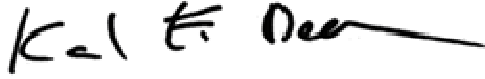
6. The penalty for operating a short term rental property without a permit shall be:

a. A fifty dollar fine. Each day of operation without a permit shall constitute a separate offense.

b. Upon a finding that a short term rental property has operated without a permit, there shall be a one year waiting period from the date of such finding for the property to become eligible for a STRP permit.

Sponsored by: Burkley Allen

LEGISLATIVE HISTORY	
Introduced:	November 18, 2014
Passed First Reading:	November 18, 2014
Referred to:	Codes Committee Convention & Tourism Committee
Deferred to January 6, 2015:	December 2, 2014
Deferred to February 3, 2015:	January 6, 2015
Amended:	February 3, 2015
Passed Second Reading:	February 3, 2015

Passed Third Reading:	February 24, 2015 - Roll Call Vote
Approved:	February 26, 2015
By:	

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615/862-6770.

Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-028 (City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017)						
Notice to Bidders published in the Williamson Herald on:	2/5/15						
Number of vendors that were notified of / that responded to this solicitation for bids:	10 / 3						
Date and time bids due and publicly opened:	2/19/15 2:00 PM						
Present at opening of bids:	Shannon Johnson of JP Yard LLC; Nate Thompson of Landscape Services, Inc.; Brad Wilson of the City of Franklin Facilities 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:	3/24/15						
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Estimated total bid fee for all services for all jobsites based on estimated quantities of services per year:	Estimated value of bid for all services for all jobsites for initial term of award (CY2015 and CY2016):	Payment terms:	Bid and bid pricing is valid through:
Baxter Landscaping LLC 1004 Malvern Rd. Franklin, TN 37069 Will Baxter, Owner 615/300-3078 will@baxterlandscape.com	1 of 1	No (CoF specifications were not marked as to compliance)	Bidder takes no exceptions; however, CoF notes that CoF specs revised per Addendum No. 1 were not submitted	\$36,600.00	\$73,200.00	Net 30 days	8/15/15
JP Yard, LLC 1013 Achiever Circle Spring Hill, TN 37174 Shannon Johnson, Owner 417/268-7557 shannon@jpyard.com	1 of 1	Yes	Bidder takes no exceptions; however, bidder withdrew its bid from consideration 2/19/2015 after bid opening	\$13,350.00	\$26,700.00	Net 30 days	5/1/15
LSI (Landscape Services, Inc.) 204 River Hills Dr. Nashville, TN 37210 Nate Thompson, Regional Bus. Development 615/761-4360 NateThompson@LSIpros.net	1 of 1	Yes	Bidder takes no exceptions	\$30,900.00	\$61,800.00	Net 30 days	4/30/15

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

*Shaded bid is apparent lowest best bid

Tabulation of Bids*

Jobsite No.	Facility	Description of Service	Estimated quantity of service dates per year	Baxter Landscaping LLC		JP Yard, LLC (bid withdrawn)		Landscape Services, Inc.	
				Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)
1	Police headquarters at 900 Columbia Ave.	Mowing and related	40	\$500.00	\$20,000.00	\$125.00	\$5,000.00	\$180.00	\$7,200.00
		Mulching and related	2	\$5,000.00	\$10,000.00	\$2,100.00	\$4,200.00	\$7,275.00	\$14,550.00
		Shrubbery trimming	1	\$1,500.00	\$1,500.00	\$350.00	\$350.00	\$1,950.00	\$1,950.00
2	property at 405 Hillsboro Rd.	Mowing and related	20	\$50.00	\$1,000.00	\$45.00	\$900.00	\$100.00	\$2,000.00
		Shrubbery trimming	1	\$100.00	\$100.00	\$150.00	\$150.00	\$400.00	\$400.00
3	property at 108 Southeast Parkway	Mowing and related	20	\$75.00	\$1,500.00	\$50.00	\$1,000.00	\$150.00	\$3,000.00
		Mulching and related	2	\$1,100.00	\$2,200.00	\$800.00	\$1,600.00	\$625.00	\$1,250.00
		Shrubbery trimming	1	\$300.00	\$300.00	\$150.00	\$150.00	\$550.00	\$550.00
Grand total: (based on estimated quantities of service dates per year)					\$36,600.00		\$13,350.00		\$30,900.00

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. 2015-0055)

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

1. CITY issued (a) on February 7, 2015 Purchasing Office Solicitation No. 2015-028, a procurement solicitation for bids for City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017, and (b) on February 13, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-028 (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated February 19, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 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. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificate of Insurance referenced above expires before the expiration of 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 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.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in SUBMITTAL.
8. CITY awarded on March 24, 2015 and now desires to retain VENDOR to City facility landscaping and related contract services through calendar year 2016, with one (1) option

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0055)

to extend the term of service for calendar year 2017, pursuant to SOLICITATION and SUBMITTAL.

9. The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season. The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise the one (1) option to extend the term of award, for the calendar year 2017 mowing season, for a maximum possible term of award of three (3) mowing seasons total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
10. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: REGIONAL BUSINESS DEVELOPMENT

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. 2015-0055)

Attachment No. 1

SOLICITATION

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written bids in the City's Purchasing Office, City Hall, Suite 107, 109 Third Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on February 19, 2015, at which time and location they will be publicly opened, for the following procurement: City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017 (Purchasing Office Solicitation No. 2015-028). Bids must be prepared and submitted in accordance with the City of Franklin's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (<http://www.franklinton.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklinton.gov; 615/550-6692). The City reserves the right to reject any and all bids, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO BIDDERS: February 5, 2015

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These instructions apply to the following procurement:

**City facility landscaping and related contract services through
calendar year 2016, with one (1) option to extend the term of service
for calendar year 2017**

Purchasing Office Solicitation No.: 2015-028
2. Solicitation packet component documents: These Instructions for Bidders accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Bidders;
 - b. City of Franklin Instructions for Bidders (this document);
 - c. City of Franklin Specifications (including Appendices Nos. 1, 2 and 3);
 - d. City of Franklin Bid Submittal Form;
 - e. City of Franklin Affidavit of Non-Collusion;
 - f. City of Franklin Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. City of Franklin Indemnification Agreement; and
 - j. City of Franklin Affidavit of Drug-Free Workplace.
3. Location of bid opening: Bid opening will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of bids”), or at another location within the City of Franklin City Hall. If the location of the bid opening is other than at the Purchasing Office, such location shall be posted on the front door of the Purchasing Office at least five (5) minutes before the appointed time of bid opening.
4. Who may attend bid openings: City of Franklin bid openings are open to the public. Bidders are specifically welcome to attend.
5. Withdrawal of bids; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the bid submittal deadline, submitted bids may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn bids may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a bid and such a request to return a withdrawn bid must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the bid submittal deadline, and may be submitted via either e-mail (purchasing@franklintn.gov) or fax (615/550-0079).
 - b. After the bid submittal deadline, submitted bids may not be withdrawn.
 - c. Before award, all bids and associated pricing as submitted shall be considered valid and may be accepted by the City at least through April 30, 2015 and until the date indicated on the bidder’s Bid Submittal Form as the “last date that bid and associated pricing is valid and may be accepted by the City.”

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

- d. Upon award, the accepted bid and associated pricing shall be considered valid for the term of award (see Specifications).
6. Submittal timing: Bids are to be delivered *no earlier than* five (5) City of Franklin business days before the submittal deadline. Bids delivered either more than five (5) City of Franklin business days before the submittal deadline or at any time after the submittal deadline shall be rejected and not evaluated.
7. Bids rejected on account of timing: Submitters of bids rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Bids rejected on account of timing may be retrieved by the submitter at the submitter's expense. The City shall promptly cause to be destroyed and discarded any and all bids rejected on account of timing and not retrieved by the submitter within five (5) City of Franklin business days of the submitter being notified of the rejection.
8. Bid to be sealed: Each bid shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original bid documents plus one (1) complete hard copy: Please submit one (1) set of bid documents on paper with original signatures plus one (1) exact and complete hard copy also on paper. The copy shall be submitted along with the bid documents with original signatures. The contents of the copy shall contain no more and no less than the contents of the bid documents with original signatures.
10. Bid submittal contents: Included with the bid are to be the following components:
- City of Franklin Bid Submittal Form, executed in full;
 - Detailed vendor-supplied description of bid product(s) and/or service(s);
 - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;
 - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;
 - Vendor-supplied contact information for minimum of three references (see below);
 - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;
 - City of Franklin Affidavit of Non-Collusion, executed in full;
 - City of Franklin Affidavit of Title VI Compliance, executed in full;
 - if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and
 - a complete digital copy of submitted bid documents per these Instructions for Bidders.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

11. Bid container label: The outside face of the bid container(s) must be labeled with the following information:
 - a. the bidder's name and address; and
 - b. the following text:

SEALED BID
City of Franklin solicitation no.
2015-028 (facility landscaping and
related services)
NOT TO BE OPENED EXCEPT AT
BID OPENING February 19, 2015,
2:00 p.m. Central Time
12. Delivery of bids:
 - a. Bids are to be addressed and delivered to:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
 - b. Bids must be printed on paper and signed. A bid may be mailed via U.S. Mail or shipped or hand-delivered via courier. Bids submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
 - c. A bid is not considered delivered unless and until it has been received by the City of Franklin Purchasing Office at the physical location listed above. A bid that is en route via U.S. Mail or courier, or delivery of a bid to another City office or location, does not in and of itself constitute delivery of that bid to the City of Franklin Purchasing Office.
 - d. The Purchasing Office shall exclusively determine whether a bid was received before the submittal deadline, and shall use the most accurate time piece available in its office as an aide to doing so.
13. Reference request: Bidders must provide three references for similar work completed within the last twelve months. Information to be provided shall include: client name, client address, description of work, contact name and title, and contact telephone number.
14. Selection criteria: Selection of the lowest and best responsive and responsible bid shall be based upon a combination of some or all of the following factors: the quoted purchase costs and/or life-cycle costs to the City of bids that are responsive to the solicitation; compliance with the City's instructions, specifications and standard procurement terms and conditions; any terms and conditions stated by the bidder in the bid; anticipated timeliness of delivery of the bid item(s); the character, integrity and reputation of the bidder; the results of any reference checks; and any prior experience of the City of Franklin with the bidder and/or the bid item(s) and/or any component thereof.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

15. Bid tabulation; notice of intent to award: The tabulation of bids received, as prepared by the City, may also indicate a recommendation as to the selection of the lowest and best responsive and responsible bid, in which case the tabulation of bids received also functions as the City's notice of intent to award. Bidders may request a copy of the tabulation of bids received by contacting the City's Purchasing Office (see contact information below) at any time on or after the tentative date of release of the City's tabulation of bids received and notice of intent to award (see Specifications).
16. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Specifications for tentative date of award. Purchases shall be awarded to the bidder who submits the lowest and best responsive and responsible bid. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
17. Other documents to be required of successful bidder: Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide the following documents:
 - a. Vendor-supplied agreement or contract, if any, by and between the City and the bidder to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. City of Franklin Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement, executed for the vendor; and
 - e. If the vendor prefers to be paid by direct deposit (such as "ACH" or "Electronic Funds Transfer") as opposed to credit card, and if the vendor has not been paid by the City by means of direct deposit within the last two (2) years, then the vendor shall submit a completed City's Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
18. City's right to reject bids, waive formalities: The City of Franklin reserves the right to reject any and all bids, and to waive formalities.
19. Errors and omissions (see also "Withdrawal of bids; expiration of submittal validity" above):
 - a. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder before submittal shall be corrected by the bidder. If such a correction results in altering but not replacing one or more documents, then the bidder's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet that are discovered by the bidder after submittal but before the bid submittal deadline may be corrected by the bidder but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED BID" and shall

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

- otherwise be submitted pursuant to the same instructions above as for the submittal of the original bid documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the bid submittal deadline.
- c. Uncorrected errors made by the bidder on the Bid Submittal Form or elsewhere in the bidder's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the bidder may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal. In the case of a discrepancy between the bidder's unit price for a particular line item as quoted in the bid and the unit price calculated by dividing the bidder's extension price for that same line item by the quantity indicated for that same line item, then the bidder's unit price for that line item as quoted in the bid shall prevail.
 - d. Omissions from a bidder's submittal packet shall be considered on a case-by-case basis by the City. Omissions may be deemed by the City to be so severe as to make the bid non-responsive. At the discretion of the City, bidders may be permitted to clarify a submitted bid, but no bid shall be altered or amended by the bidder after submittal.
20. Questions, requests for clarifications, and requests to revise the procurement solicitation; addenda: To ask questions, to request clarifications about any aspect of this procurement solicitation, or to request revisions to the procurement solicitation before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:
- City of Franklin Purchasing Office (see address above)
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
- Depending upon the inquiry, the City may request that the question, request for clarification, or request for revision be submitted in writing, whereupon the City may make all vendors known or thought to be interested in the solicitation aware of the inquiry and of the City's response thereto.
- Addenda to this procurement solicitation may be issued. Before submitting its response, it is the responsibility of each respondent to confirm whether any addenda to this procurement solicitation have in fact been issued by the City. To do so, please contact the City's Purchasing Office (see contact information above).
21. 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.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-028

22. Vendor protest: A vendor who feels the need to object to either a deficiency of this procurement solicitation or a proposed award pertaining to this procurement solicitation are encouraged, as soon as possible, to express their concerns to and seek remedy from the Purchasing Manager (see contact information above). Vendors who are not satisfied with, or who choose not to pursue, such an informal resolution of their concerns and who feel compelled to lodge a formal protest about some aspect of a City procurement not pertaining to new construction shall do so pursuant to the City's Vendor Protest Procedure for City procurements not pertaining to new construction, a mandatory administrative procedure which all aggrieved actual or prospective vendors must utilize and exhaust prior to seeking judicial review or remedy. For a copy of the City's Vendor Protest Procedure for City of Franklin procurements not pertaining to new construction, please contact the City's Purchasing Office (see contact information above) or click on the following link: <http://www.franklinton.gov/government/finance-administration/purchasing-office/vendor-protest-procedure>.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:

City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 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: **March 6, 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: **March 24, 2015**

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

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 provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. 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.
 - 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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.: 2015-028

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.

11.1. General:

- 11.1.1.** _____ Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 11.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 11.1.3.** _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 11.1.4.** _____ The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 11.1.5.** _____ The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 11.1.6.** _____ The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- 11.1.7. _____ The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 11.1.8. _____ The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 11.1.9. _____ The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 11.2. _____ The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 11.2.1. _____ Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 11.2.2. _____ Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 11.2.3. _____ Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 11.3. _____ Mowing services shall include:
- 11.3.1. _____ The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 11.3.2. _____ Mowing the areas that have been mowed recently.
- 11.3.3. _____ Collect and remove litter from the jobsite.
- 11.3.4. _____ Mow grass and weeds to the heights indicated in Notes section below. Clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 11.3.5. _____ Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 11.3.6. _____ Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- 11.3.7. _____ Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 11.4. _____ Mulching services shall include:
- 11.4.1. _____ The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 11.4.2. _____ Mulching the areas that are currently mulched.
- 11.4.3. _____ Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 11.5. _____ Shrubbery trimming services shall include:
- 11.5.1. _____ The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 11.5.2. _____ Trimming existing shrubbery.
- 11.6. _____ Other requirements:
- 11.6.1. _____ Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 11.6.2. _____ Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 11.6.3. _____ Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 11.6.4. _____ If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

- 11.6.5.** _____ Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 11.6.6.** _____ Services rendered are subject to inspection by the City, both during and following the date of service.
- 11.7.** Notes:
- 11.7.1.** For Jobsite No. 1 only:
- 11.7.1.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 11.7.1.2.** _____ In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 11.7.1.3.** _____ Mow weekly to a finished height of between two (2) and three (3) inches.
- 11.7.1.4.** _____ The brown tone areas as depicted in Appendix No. 1 are mulch.
- 11.7.1.5.** _____ The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 11.7.2.** For Jobsite No. 2 only:
- 11.7.2.1.** _____ Services to be rendered: Mowing and shrubbery trimming.
- 11.7.2.2.** _____ Mow once every two weeks to a finished height of between three (3) and four (4) inches.
- 11.7.3.** For Jobsite No. 3 only:
- 11.7.3.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 11.7.3.2.** _____ Mow once every two weeks to a finished height of between three (3) and four (4) inches.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-028

11.8. Insurance requirements:

- 11.8.1.1.** _____ 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 \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 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
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

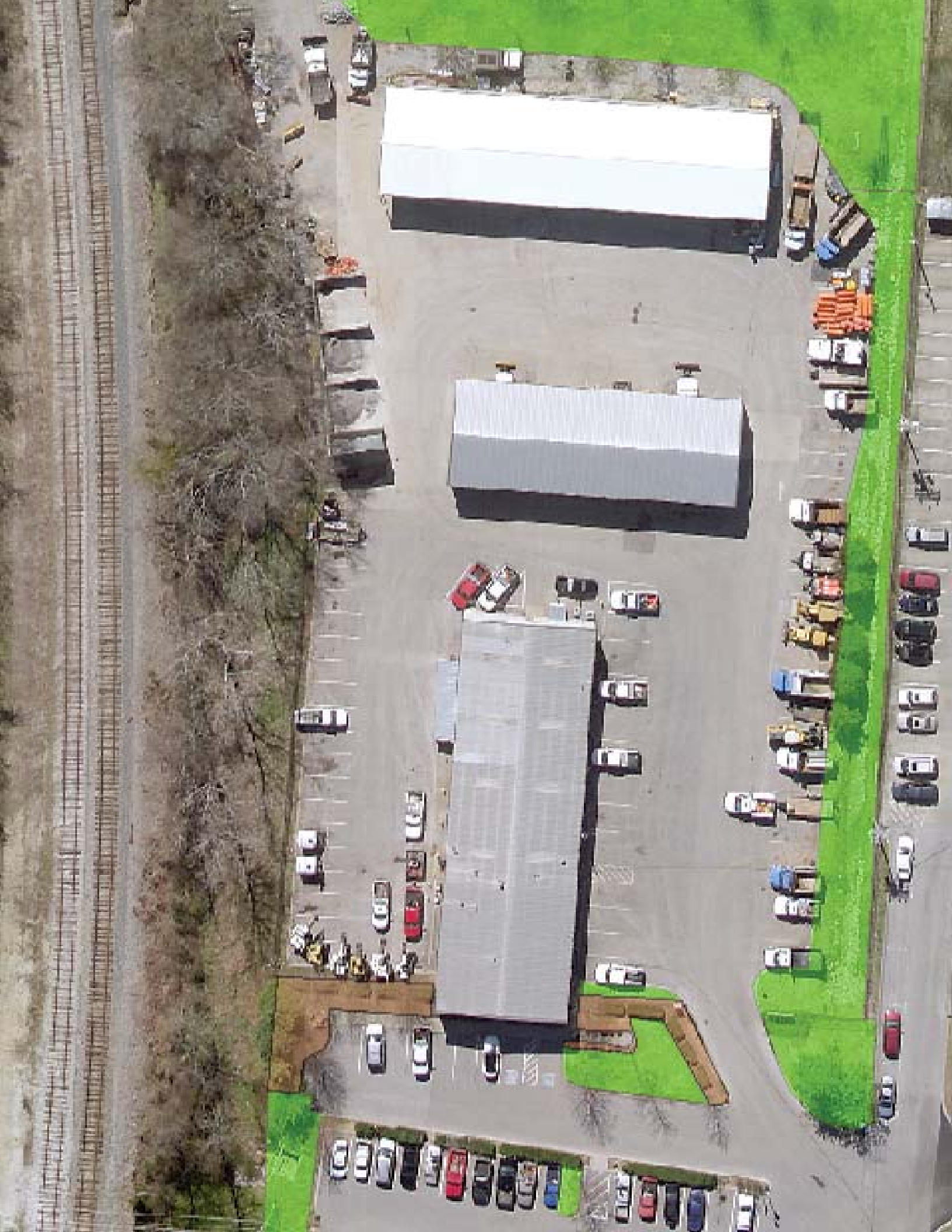
- 11.8.1.2.** _____ If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to 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.

- 11.8.1.3.** _____ In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

- 11.8.1.4.** _____ 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.







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.: 2015-028

Vendor's name, street address, and mailing address:					
Vendor's contact person's name (printed), title, telephone number and e-mail address:					
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.	

Jobsite No.	Facility	Description of Service	Estimated quantity of service dates per year	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)
1	Police headquarters at 900 Columbia Ave.	Mowing and related	40	\$ _____	\$ _____
		Mulching and related	2	\$ _____	\$ _____
		Shrubbery trimming	1	\$ _____	\$ _____
2	property 405 Hillsboro Rd.	Mowing and related	20	\$ _____	\$ _____
		Shrubbery trimming	1	\$ _____	\$ _____
3	property at 108 Southeast Parkway	Mowing and related	20	\$ _____	\$ _____
		Mulching and related	2	\$ _____	\$ _____
		Shrubbery trimming	1	\$ _____	\$ _____
Grand total: (based on estimated quantities of service dates per year)					\$ _____

Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☐ Yes. ☐ No, bidder requests the following payment terms: _____.
--	---

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-028

Vendor's name:	_____
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	_____
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☐ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? • Detailed vendor-supplied description of bid product(s) and/or service(s); • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete hard copy of submitted bid documents per the Instructions for Bidders.	☐ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ 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.	_____ (signature)
Title of bidder's authorized representative:	_____
Date of signature:	_____

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 _____)
County of _____) SS

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

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

(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)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-028)

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

State of _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20____

(Notary Public)

My Commission Expires: _____

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

In the case of Vendor:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_028

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

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.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20__-____)

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

1. CITY issued (a) on ____ __, 20__ Purchasing Office Solicitation No. 20__-____, a procurement solicitation for bids for _____, and (b) on ____ __, 20__ Addendum No. __ to Purchasing Office Solicitation No. 20__-____ (collectively, "SOLICITATION"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
2. In response to CITY's SOLICITATION, VENDOR submitted a bid/proposal dated ____ __, 20__ ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted one or more Certificate(s) of Insurance, a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by 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 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(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 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 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.
7. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR, a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

8. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION, SUBMITTAL and tabulation, as prepared by CITY, of bids received in response to SOLICITATION, a copy of which tabulation is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.

[OR]

9. CITY awarded on _____, 20__ and now desires to retain VENDOR to _____, pursuant to SOLICITATION and SUBMITTAL, and as follows:

Item No.	Description	Quantity	Unit Price	Extended Price	Invoice Due and Payable
1					upon delivery/completion, net 30 days from date of delivery/completion or date of invoice, whichever is later
2					upon delivery/completion, net 30 days from date of final delivery/completion or date of invoice, whichever is later
Total:	All specified materials and services				

10. [If applicable:] The term of award shall commence upon execution of this AGREEMENT and shall expire three (3) years from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between CITY's SOLICITATION and VENDOR's SUBMITTAL, CITY's SOLICITATION shall supersede any conflicting terms and conditions within VENDOR's SUBMITTAL, except for any exceptions identified by VENDOR in its SUBMITTAL and accepted at the time of award by CITY.

[OR]

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

12. 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:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 1

SOLICITATION

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20____-_____)

Attachment No. 2

SUBMITTAL

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____ - _____)

Attachment No. 3

Certificate(s) of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
			Commercial General Liability	
			Automobile Liability	
			Workers Compensation and Employers' Liability	

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 4

Indemnification Agreement

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 20____-_____)

Attachment No. 5

Tabulation of bids received

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

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

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

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

(title of person whose printed name appears above)

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

State of _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:

City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Addendum No. 1 release date: **February 13, 2015**
7. Bids submittal deadline and scheduled opening: **February 19, 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: **March 6, 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: **March 24, 2015**

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-028

10. Addendum:

In reference to the City of Franklin's February 7, 2015 Purchasing Office Solicitation No. 2015-028 for City facility landscaping and related contract services, the City has determined that certain aspects of the solicitation need to be revised. The purpose of this Addendum No. 1 is to announce to all interested vendors the City's determination to make the following revisions:

- A. Instruction 10.k of the Instructions for Bidders needs to be revised. As issued, instruction 10.k read, "a complete digital copy of submitted bid documents per these Instructions for Bidders." By this addendum, the City hereby revises instruction 10.k to read, "a complete hard copy of submitted bid documents per these Instructions for Bidders."
 - B. The Specifications need to be revised. Two separate documents, each presenting the specifications as revised to date, are attached:
 - One document presents the specifications as revised to date with all revisions from the specifications as originally released marked (the file name of this version is "2015-028 Specifications, as revised per Addendum No. 1, changes MARKED"). This version is provided merely for the convenience of the bidder interested in knowing exactly what changes have been made to the specifications as originally released, and should not be included in the bid submittal.
 - The other document presents the specifications as revised to date with all revisions from the specifications as originally released unmarked (the file name of this version is "2015-028 Specifications, as revised per Addendum No. 1, CLEAN"). This version is provided as a substitute for the specifications as originally released and shall be marked by the bidder as to compliance therewith as per the instructions therein and submitted with their bid for this procurement.
11. Bidders to use revised specifications: Bidders shall indicate compliance with or the need to take an exception to the specifications as revised to date by so marking the "CLEAN" version of the revised specifications as per the instructions therein instead of those specifications issued originally. Bidders shall submit the "CLEAN" version of the revised specifications, marked as per the instructions therein, along with all other documents required for a complete bid submittal.
12. Submittal deadline and scheduled bid opening: Please note that the submittal deadline and scheduled opening of all bids received remains unchanged and is:
- February 19, 2015, 2:00 p.m. Central Time**
13. 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."

City of Franklin Addendum No. 1 to

Purchasing Office Solicitation No.: 2015-028

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

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

15. 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.

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: **2015-028**

1. Solicitation identified: These specifications apply to the following procurement:

City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: **2015-028**

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 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: **March 6, 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: **March 24, 2015**

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: **2015-028**

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 provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. 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.
 - 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.

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: **2015-028**

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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 **Revised*** Specifications

Purchasing Office Solicitation No.: 2015-028

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.** _____ Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 12.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 12.1.3.** _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.4.** _____ The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 12.1.5.** _____ The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.6.** _____ The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: **2015-028**

- 12.1.7. _____ The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.8. _____ The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.9. _____ The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 12.2. _____ The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. _____ Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. _____ Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. _____ Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. _____ Mowing services shall include:
- 12.3.1. _____ The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. _____ Mowing the areas that have been mowed recently.
- 12.3.3. _____ Collect and remove litter from the jobsite.
- 12.3.4. _____ Mow grass and weeds to the heights indicated in Notes section below. **Clippings** Except as noted in specification no. 12.7.1.9 below, **clippings** may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 12.3.5. _____ Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 12.3.6. _____ Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.3.7. _____ Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 12.4. _____ Mulching services shall include:
- 12.4.1. _____ The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 12.4.2. _____ Mulching the areas that are currently mulched.
- 12.4.3. _____ Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 12.5. _____ Shrubbery trimming services shall include:
- 12.5.1. _____ The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 12.5.2. _____ Trimming existing shrubbery.
- 12.6. _____ Other requirements:
- 12.6.1. _____ Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 12.6.2. _____ Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 12.6.3. _____ Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.4. _____ If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: **2015-028**

- 12.6.5. _____ Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.6. _____ Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7. Notes:
- 12.7.1. For Jobsite No. **41 (900 Columbia Ave.)** only:
- 12.7.1.1. _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.1.2. _____ In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 12.7.1.3. _____ Mow weekly to a finished height of between ~~two (2) and three (3)~~ **and five (5)** inches.
- 12.7.1.4. _____ The brown tone areas as depicted in Appendix No. 1 are mulch.
- 12.7.1.5. _____ The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 12.7.1.6. GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth.**
- 12.7.1.7. Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.**
- 12.7.1.8. The areas to be mulched shall match existing mulched area.**
- 12.7.1.9. An allowance of eight (8) times per year when needed for bagging and removal of clippings shall be included in the bid pricing.**
- 12.7.1.10. City shall be notified each time clippings are bagged and removed from the jobsite.**

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.7.2. For Jobsite No. 2 (405 Hillsboro Rd.) only:
- 12.7.2.1. _____ Services to be rendered: Mowing and shrubbery trimming.
- 12.7.2.2. _____ Mow once every two weeks to a finished height of between three (3) and ~~four~~ (4five (5)) inches.
- 12.7.2.3. A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.2.4. Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5. In addition to the area indicated on Appendix No. 2, some additional area shall be mowed as discussed at the February 11, 2015 pre-bid conference.
- 12.7.3. For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1. _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2. _____ Mow once every two weeks to a finished height of between three (3) and ~~four~~ (4five (5)) inches.
- 12.7.3.3. A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4. Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.

City of Franklin **Revised*** Specifications

Purchasing Office Solicitation No.: 2015-028

12.8. Insurance requirements:

- 12.8.1.1. _____ 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 \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 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
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

- 12.8.1.2. _____ 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.

- 12.8.1.3. _____ 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.

- 12.8.1.4. _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:

City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 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: **March 6, 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: **March 24, 2015**

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

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 provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. 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.
 - 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.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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 Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

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.** _____ Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 12.1.2.** _____ Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 12.1.3.** _____ The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.4.** _____ The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 12.1.5.** _____ The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.6.** _____ The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.1.7. _____ The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.8. _____ The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.9. _____ The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 12.2. _____ The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. _____ Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. _____ Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. _____ Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. _____ Mowing services shall include:
- 12.3.1. _____ The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. _____ Mowing the areas that have been mowed recently.
- 12.3.3. _____ Collect and remove litter from the jobsite.
- 12.3.4. _____ Mow grass and weeds to the heights indicated in Notes section below. Except as noted in specification no. 12.7.1.9 below, clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 12.3.5. _____ Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 12.3.6. _____ Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.3.7. _____ Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 12.4. _____ Mulching services shall include:
- 12.4.1. _____ The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 12.4.2. _____ Mulching the areas that are currently mulched.
- 12.4.3. _____ Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 12.5. _____ Shrubbery trimming services shall include:
- 12.5.1. _____ The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 12.5.2. _____ Trimming existing shrubbery.
- 12.6. _____ Other requirements:
- 12.6.1. _____ Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 12.6.2. _____ Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 12.6.3. _____ Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.4. _____ If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.6.5. _____ Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.6. _____ Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7. Notes:
- 12.7.1. For Jobsite No. 1 (900 Columbia Ave.) only:
- 12.7.1.1. _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.1.2. _____ In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 12.7.1.3. _____ Mow weekly to a finished height of between three (3) and five (5) inches.
- 12.7.1.4. _____ The brown tone areas as depicted in Appendix No. 1 are mulch.
- 12.7.1.5. _____ The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 12.7.1.6. _____ GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth.
- 12.7.1.7. _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.1.8. _____ The areas to be mulched shall match existing mulched area.
- 12.7.1.9. _____ An allowance of eight (8) times per year when needed for bagging and removal of clippings shall be included in the bid pricing.
- 12.7.1.10. _____ City shall be notified each time clippings are bagged and removed from the jobsite.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.7.2.** For Jobsite No. 2 (405 Hillsboro Rd.) only:
- 12.7.2.1.** _____ Services to be rendered: Mowing and shrubbery trimming.
- 12.7.2.2.** _____ Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.2.3.** _____ A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.2.4.** _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5.** _____ In addition to the area indicated on Appendix No. 2, some additional area shall be mowed as discussed at the February 11, 2015 pre-bid conference.
- 12.7.3.** For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1.** _____ Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2.** _____ Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.3.3.** _____ A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4.** _____ Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12.8. Insurance requirements:

- 12.8.1.1.** _____ 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 \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 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
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

- 12.8.1.2.** _____ 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.

- 12.8.1.3.** _____ 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.

- 12.8.1.4.** _____ The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0055)

Attachment No. 2

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.: 2015-028

Vendor's name, street address, and mailing address:				LSI (Landscape Services, Inc.) 204 River Hills Dr Nashville, TN 37210	
Vendor's contact person's name (printed), title, telephone number and e-mail address:				Nate Thompson Regional Business Development (615) 761-4360 NateThompson@LSIpros.net	
Does the bidder take any exceptions to the City's procurement solicitation?				☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.	
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?				☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.	

Jobsite No.	Facility	Description of Service	Estimated quantity of service dates per year	Total fee for service per service date	Extended price (estimated quantity per year times fee per service date)
1	Police headquarters at 900 Columbia Ave.	Mowing and related	40	\$ 180	\$ 7,200
		Mulching and related	2	\$ 7,275	\$ 14,550
		Shrubbery trimming	1	\$ 1,950	\$ 1,950
2	property 405 Hillsboro Rd.	Mowing and related	20	\$ 100	\$ 2,000
		Shrubbery trimming	1	\$ 400	\$ 400
3	property at 108 Southeast Parkway	Mowing and related	20	\$ 150	\$ 3,000
		Mulching and related	2	\$ 625	\$ 1,250
		Shrubbery trimming	1	\$ 550	\$ 550
Grand total: (based on estimated quantities of service dates per year)					\$ 30,900

Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
--	---

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2015-028

Vendor's name:	<u>LSI (Landscape Services, Inc.)</u>
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	<u>April 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.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete hard copy of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</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.	 (signature)
Title of bidder's authorized representative:	<u>Regional Business Development</u>
Date of signature:	<u>2/19/15</u>

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

1. Solicitation identified: These specifications apply to the following procurement:

City facility landscaping and related contract services through calendar year 2016, with one (1) option to extend the term of service for calendar year 2017

Purchasing Office Solicitation No.: 2015-028

2. Notice to Bidders publication date: **February 5, 2015**
3. Solicitation release date: **February 7, 2015**
4. Mandatory* Pre-Bid Conference: **February 11, 2015, 2:00 p.m. Central Time, to be conducted at the jobsites, starting at Jobsite No. 2**

*PLEASE NOTE: Potential bidders are **required** to attend the **mandatory** pre-bid conference. Conference will begin at jobsite no. 2 (former Water Management Department headquarters at 405 Hillsboro Rd.) and then move to jobsite no. 1 (Police headquarters at 900 Columbia Ave.) and then to jobsite no. 3 (former Streets Department headquarters at 108 Southeast Parkway). All three jobsites must be visited during pre-bid conference by one or more representatives of potential bidder in order for that potential bidder to be considered by the City to have attended the pre-bid conference.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 12, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 19, 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: **March 6, 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: **March 24, 2015**

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

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 provide City facility landscaping and related contract services as specified below on a periodic basis for up to the specified term of award. 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.
 - 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.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

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 Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

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. C General:
- 12.1.1. C Service provider shall, for up to the specified term of award, provide specified services at specified frequency at each of the specified jobsites.
- 12.1.2. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.
- 12.1.3. C The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 12.1.4. C The services to be rendered in accordance with this procurement are to be offered for the calendar year 2015 mowing season and the calendar year 2016 mowing season, with one (1) option to extend the term of service for the calendar year 2017 mowing season.
- 12.1.5. C The fees for services rendered shall be quoted by the service provider on a fee-per-service-date basis for each service rendered at each jobsite.
- 12.1.6. C The quoted fees shall remain the same for the specified term of the award, including the calendar year 2017 mowing season if the option to extend the term of service is exercised.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.1.7. C The quoted fees shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 12.1.8. C The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 12.1.9. C The City may cancel any or all of the services for any or all of the jobsites if, for whatever reason, the City determines that the service(s) are no longer necessary at that or those jobsite(s).
- 12.2. The specified services shall be rendered at the following three (3) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 12.2.1. C Jobsite No. 1: Police headquarters at 900 Columbia Ave. (see Appendix No. 1)
- 12.2.2. C Jobsite No. 2: former Water Management Department headquarters at 405 Hillsboro Rd. (see Appendix No. 2)
- 12.2.3. C Jobsite No. 3: former Streets Department headquarters at 108 Southeast Parkway (see Appendix No. 3)
- 12.3. Mowing services shall include:
- 12.3.1. C The day of the week for mowing service shall be by mutual agreement between the City and the service provider.
- 12.3.2. C Mowing the areas that have been mowed recently.
- 12.3.3. C Collect and remove litter from the jobsite.
- 12.3.4. C Mow grass and weeds to the heights indicated in Notes section below. Except as noted in specification no. 12.7.1.9 below, clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 12.3.5. C Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 12.3.6. C Blow or otherwise clear clippings and leaves from paved surfaces.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.3.7. C Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.
- 12.4. C Mulching services shall include:
- 12.4.1. C The day of the week for mulching services shall be by mutual agreement between the City and the service provider.
- 12.4.2. C Mulching the areas that are currently mulched.
- 12.4.3. C Dead flower tops and/or sprigs shall be trimmed, mulch beds shall be cleaned, pre- and post-emergent treatment shall be applied and mulch shall be added, all as necessary.
- 12.5. C Shrubbery trimming services shall include:
- 12.5.1. C The day of the week for shrubbery trimming services shall be by mutual agreement between the City and the service provider.
- 12.5.2. C Trimming existing shrubbery.
- 12.6. C Other requirements:
- 12.6.1. C Service provider shall provide the specified services for all specified jobsites at the frequency indicated in the Notes section below and on the Bid Submittal Form, or upon request of the City, for up to the specified term of the award.
- 12.6.2. C Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 12.6.3. C Whenever weather does not permit the delivery of any of the specified services when it is otherwise scheduled to be delivered, then the City and the service provider shall, by mutual agreement, reschedule the next date of service delivery for that service.
- 12.6.4. C If services are requested by the City other than during the periodic schedule referenced above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.6.5. C Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be in person or by telephone, fax or e-mail.
- 12.6.6. C Services rendered are subject to inspection by the City, both during and following the date of service.
- 12.7. Notes:
- 12.7.1. For Jobsite No. 1 (900 Columbia Ave.) only:
- 12.7.1.1. C Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.1.2. C In addition to areas adjacent to Police headquarters building, jobsite also includes areas within the parking garage as well as the perimeter, along with the turf and mulch beds located between the curb and sidewalks located along Natchez Street, Ninth Avenue and Plaza Street.
- 12.7.1.3. C Mow weekly to a finished height of between three (3) and five (5) inches.
- 12.7.1.4. C The brown tone areas as depicted in Appendix No. 1 are mulch.
- 12.7.1.5. C The large mulch bed area behind the parking garage has been a mixture of pine straw and mulch.
- 12.7.1.6. C GLY 4 shall be allowed but only at the paver locations in the front and rear, up against walls and concrete, and in the bed areas when used to treat single areas of weed growth.
- 12.7.1.7. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.1.8. C The areas to be mulched shall match existing mulched area.
- 12.7.1.9. C An allowance of eight (8) times per year when needed for bagging and removal of clippings shall be included in the bid pricing.
- 12.7.1.10. C City shall be notified each time clippings are bagged and removed from the jobsite.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

- 12.7.2. C For Jobsite No. 2 (405 Hillsboro Rd.) only:
- 12.7.2.1. C Services to be rendered: Mowing and shrubbery trimming.
- 12.7.2.2. C Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.2.3. C A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.2.4. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.
- 12.7.2.5. C In addition to the area indicated on Appendix No. 2, some additional area shall be mowed as discussed at the February 11, 2015 pre-bid conference.
- 12.7.3. C For Jobsite No. 3 (108 Southeast Parkway) only:
- 12.7.3.1. C Services to be rendered: Mowing, mulching and shrubbery trimming.
- 12.7.3.2. C Mow once every two weeks to a finished height of between three (3) and five (5) inches.
- 12.7.3.3. C A treatment of GLY 4 shall be allowed around any buildings, curbs, sidewalks, rip rap drainage and basins, fencing and some hillside areas to control turf growth.
- 12.7.3.4. C Wide spread spraying that would allow chemicals to be applied other than on the target areas is not permitted.

City of Franklin Revised* Specifications

Purchasing Office Solicitation No.: 2015-028

12.8.

Insurance requirements:

12.8.1.1.

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 \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 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
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

12.8.1.2.

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.

12.8.1.3.

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.

12.8.1.4.

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.



ECOLOGICAL, ECONOMICAL, ETHICAL

OFFICE: (615) 391-3434

204 River Hills Drive

FAX: (615) 391-0922

Nashville, TN 37210

www.LandscapeServicesInc.com

Attn: Brad Wilson
City of Franklin

Regarding the City of Franklin Request for Proposal 2015-028:

LSI would like to thank you for the opportunity to supply a bid.

LSI agrees to all of the terms and conditions of this Request for Proposal as listed herein and fully executed. All machinery, personnel, and alike meet and exceed all industries standards, certifications, and qualifications. All pricing included herein were estimated under this assumption, and LSI will honor the listed pricing until April 30, 2015.

If there are any questions or concerns, please contact me at your convenience.

Best Regards,

Nate Thompson
LSI Regional Business Development
NateThompson@LSIpros.net
(615) 761-4360

Full Service Maintenance, Turf Management, Installations, Floriculture, Irrigation Services, Renovations, Design, Snow Removal

NASHVILLE • FRANKLIN • MURFREESBORO • CLARKSVILLE • CHATTANOOGA

TN Charter #568



LANDSCAPE SERVICES, INC.

ECOLOGICAL, ECONOMICAL, ETHICAL

OFFICE: (615) 391-3434

FAX: (615) 391-0922

www.LandscapeServicesInc.com

204 River Hills Drive

Nashville, TN 37210

Attn: Brad Wilson
City of Franklin

Regarding the City of Franklin Request for Proposal 2015-028, please see below a list of (3) references currently partnered with LSI (Landscape Services, Inc.) as requested:

1.) City of Belle Meade (includes all city owned property including the Boulevard)
Nashville, TN Beth Reardon – City Mgr. 297-6041
Complete grounds management services, irrigation, and flowers displays.

2.) Corporate Centre Office Park * NATIONAL AWARD WINNER
Crescent Centre Drive in Cool Springs, (Franklin, TN)
Complete grounds management Trudy Dixon – (615) 656-2590

3.) City of Brentwood (Library, Service Center, and Municipal Building)
5250 Virginia Way, (Franklin, TN)
Complete grounds management Paola Olson – (615) 310-6941

Full Service Maintenance, Turf Management, Installations, Floriculture, Irrigation Services, Renovations, Design, Snow Removal

NASHVILLE • FRANKLIN • MURFREESBORO • CLARKSVILLE • CHATTANOOGA

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment/Subcontracting. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions or any Statement of Work without the prior written consent of the other party. These Standard Procurement Terms and Conditions will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions.
2. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of this procurement.
3. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
4. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which these Standard Procurement Terms and Conditions may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015_028

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

LSI (Landscape Services, Inc.)

Attn: Janet Miller

204 River Hills Dr.

Nashville, TN 37210

FAX: (615) 391-0922

E-mail: NateThompson@LSIpros.net

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

5. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor 's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
6. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
7. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
8. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
9. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
10. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

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

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.)
(legal name of entity submitting bid or proposal)

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

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

Regional Business Development

(title of Affiant)

Sworn and subscribed to before me this February day of 2015

My Commission Expires: 7/4/18

(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_028)

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

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.),
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

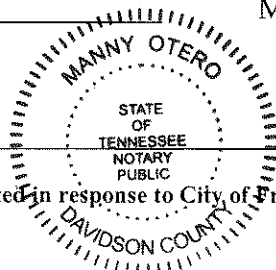
[Signature]
(signature of Affiant)

Regional Business Development
(title of Affiant)

Sworn and subscribed to before me this 19 day of February, 2015

[Signature]
(Notary Public)

My Commission Expires: 7/4/18



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

State of Tennessee)
County of Williamson) SS

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

1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.),
(legal name of entity submitting bid or proposal)

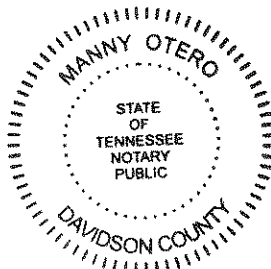
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer 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)

Regional Business Development
(title of Affiant)

Sworn and subscribed to before me this 19 day of February, 2015
[Signature] My Commission Expires: 7/4/18
(Notary Public)



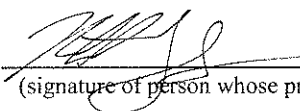
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

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

1. He or she is the Authorized Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
LSI (Landscape Services, Inc.),
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Regional Business Development
(title of person whose printed name appears above)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0055)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
2/24/2015	RLH Agency, LLC	**ALL OPS 15/16**	Commercial General Liability	2/13/2016
			Automobile Liability	2/13/2016
			Workers Compensation and Employers' Liability	2/13/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/24/2015

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 RLH Agency, LLC 30 Burton Hills Blvd. Suite 310 Nashville TN 37215		CONTACT NAME: Robbie Davis PHONE (A/C, No, Ext): (615) 665-1955 E-MAIL ADDRESS: rdavis@rlhagency.com FAX (A/C, No): (615) 665-1966															
INSURED Landscape Services, Inc. 204 River Hills Drive Nashville, TN 37210		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Charter Oak Fire Insurance Co.</td><td>25615</td></tr><tr><td>INSURER B: Travelers Property & Casualty</td><td>25674</td></tr><tr><td>INSURER C: Phoenix Insurance Co.</td><td>25623</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Co.	25615	INSURER B: Travelers Property & Casualty	25674	INSURER C: Phoenix Insurance Co.	25623	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Charter Oak Fire Insurance Co.	25615																
INSURER B: Travelers Property & Casualty	25674																
INSURER C: Phoenix Insurance Co.	25623																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: **ALL OPS 15/16**

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X		CO-8746M333-COF-15	2/13/2015	2/13/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ CONTRACTUAL LIABILITY						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☒ PROJECT ☐ LOG						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY						
	☒ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS	X		810-8746M333-TIL-15	2/13/2015	2/13/2016	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 15,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 15,000,000
	☐ DED ☒ RETENTION \$ 10,000	X		CUP-8746M333-TIL-15	2/13/2015	2/13/2016	\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below			UB-8746M33-3-15	2/13/2015	2/13/2016	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	INSTALLATION FLOATER						
	DED. \$500 / SPECIAL FORM			QT-660-1E02342A-TIL-15	2/13/2015	2/13/2016	ANY SINGLE LOCATION: \$10,000 TEMPORARY LOC/TRANSIT: \$5,000

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

Project: City of Franklin Contract No. 2015-0055.

City of Franklin is included as Additional Insured per attached CGD246 0805 Additional Indsured endorsement.

CERTIFICATE HOLDER

(615) 550-0079 brianw@franklintn.gov

City of Franklin, Tennessee
Franklin City Hall
Suite 107
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065-0305

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

Robert Harris/RJD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of Insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately 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.
- d) The additional insured must 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. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



January 15, 2015

Mr. Paul Holzen, Director
Engineering Department
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

Re: Franklin First United Methodist Church
COF# 2665

Dear Mr. Holzen:

The purpose of this letter is to request the City of Franklin provide an offset of fees levied and roadway improvements associated with the construction of our new facility near the intersection of Mack Hatcher Parkway and Franklin Road. The Church paid \$102,153.00 in Facilities Tax and \$169,504.00 in Road Impact Fees, totaling \$271,657.00.

The Church has invested in the development of the improvements at the intersection of Mack Hatcher Parkway and Spencer Creek Road. These improvements include the dedication of ROW for the new cul-de-sac (Aldersgate Way) which provides access to the church property, the city-owned property to the west, and the ROW reservation along the Church's western property boundary to the Harlinsdale Park boundary. Additionally, modifications to Mack Hatcher Parkway include dual westbound left turn lanes onto Aldersgate Way, a single eastbound deceleration/turn lane onto Aldersgate Way, modifications to the traffic signal, and construction of Aldersgate Way. The costs associated with this work are itemized as follows:

Grading, Drainage, and Pavement for Mack Hatcher Improvements:	\$235,825.00
Signal Modifications	\$ 80,558.00
Signal Design Fee (RPM Transportation Group)	\$ 9,000.00
Roadway Design Fees (BCA)	\$ 20,500.00
Aldersgate Way Construction (new Cul-de-sac)	<u>\$110,000.00</u>
Total:	\$455,883.00



The above numbers do not include the cost of dedicating ROW (0.391 acres) for Aldersgate Way, the 50 foot ROW reservation (1.64 acres) for a future local road along the western property boundary the Church has agreed to provide, and the construction of the greenway path (\$18,000) and pedestrian bridge (\$54,443) connecting the Mack Hatcher path to the south side of Spencer Creek. The cost of the property was \$5,800,000.00 for 107 acres resulting in a unit price per acre of land of \$54,205.60/acre. The sum of land dedicated or reserved equals 2.031 acres at a value of \$110,091.57.

We believe the physical improvements we have invested in are beneficial to the city today and in the future. Therefore, we respectfully request consideration of relief from the road impact fees paid to obtain our building permit and fifty (50) percent of the costs of the roadway improvements listed in paragraph two.

We appreciate your consideration and look forward to hearing from you. Please do not hesitate to contact me at (615) 390-9169 with any questions or concerns.

Sincerely,

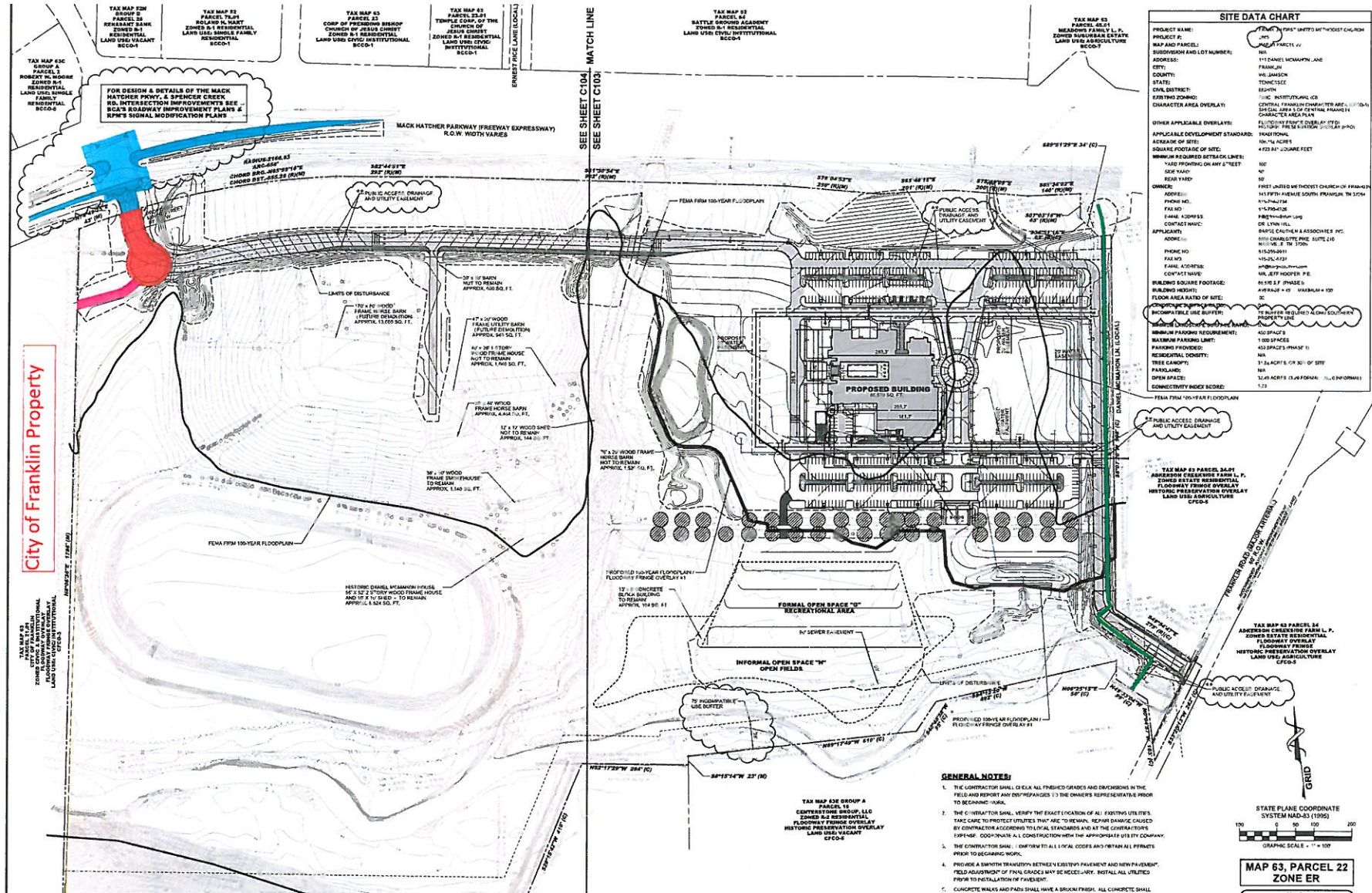


Ronald H. Griffeth

Chairman

FFUMC Building Committee

cc: Dr. Lynn Hill, Senior Pastor
Mr. Brad Wilson, Vice Chair
Mr. Jeff Hooper, Project Engineer



FRANKLIN FIRST UNITED METHODIST CHURCH PUD
 SITE PLAN, SECTION 1
 ALDERSGATE WAY
 FRANKLIN, IN



RESOLUTION 2015-28

A RESOLUTION TO APPROVE A FUNDING REQUEST FROM FRANKLIN FIRST UNITED METHODIST CHURCH

WHEREAS, the Board of Mayor and Aldermen (BOMA) for the City of Franklin, Tennessee (City) unanimously approved Resolution 2010-40, A Resolution Approving a Concept Plan for Franklin First United Methodist Church, Totaling 106.15 Acres Located at 111 Daniel McMahon Lane at the July 27, 2010, Board of Mayor and Aldermen meeting; and

WHEREAS, Franklin First United Methodist Church was required to construct an 8' wide multi-use trail and pedestrian bridge and to construct a public street off Mack Hatcher Parkway to serve its property with an access driveway to serve the adjacent property (Map 063 Parcel 02101) currently owned by the City; and

WHEREAS, Franklin First United Methodist Church has provided the BOMA with a cost estimate of \$72,443 for the construction associated with the 8' wide multi-use trail and pedestrian bridge; and

WHEREAS, Franklin First United Methodist Church has provided the BOMA with a cost estimate of \$14,550 for the construction associated with the access driveway to serve the property (Map 063 Parcel 02101) currently owned by the City of Franklin, TN.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the City Administrator shall be authorized to reimburse Franklin First United Methodist Church based on actual cost for the improvements listed in Option C as shown on Attachment A. Said reimbursements shall be funded from the City's Hotel/Motel Tax Fund for the multi-use trail and pedestrian bridge and from the City's General Fund for the access driveway.

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that prior to any reimbursement, Franklin First United Methodist Church shall be required to submitted reliable information related to the final costs of construction of each improvement listed above to

include: invoices and contracts associated with the infrastructure improvements, copies of checks to show proof of payment and notarized release of lien.

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

Resolution 2015-28
Attachment A – Funding Request Reimbursement Scenarios

Option A

\$72,443 Multi-use trail and pedestrian bridge

Option B

\$14,550 Public access to serve a property (Map 063 Parcel 02101) currently owned by the City of Franklin, TN

Option C

\$86,993 Multi-use trail / pedestrian bridge and public access to serve a property (Map 063 Parcel 02101) currently owned by the City of Franklin, TN

WATER MAIN CONSTRUCTION AGREEMENT
CITY OF FRANKLIN, TENNESSEE
COF Contract No 2014-0326

This **AGREEMENT** is made and entered into on this the ____ day of _____, 20__, by and between the **City of Franklin, Tennessee** ("City") and **RURAL PLAINS PARTNERSHIP** ("Developer").

WHEREAS, the Developer submitted and the City approved a Concept Plan for the Berry Farms Rural Plains Tract; and

WHEREAS, said approval for the Concept Plan for the Rural Plains Tract had attached certain conditions related to the construction of water distribution infrastructure; and

WHEREAS, unpredictable circumstances associated with projects outside of the Rural Plain Development have hampered the installation of water distribution infrastructure; and

WHEREAS, the City has agreed to allow for the temporary water main infrastructure as shown in **Exhibit B** should it become necessary to provide water service to Section 4 of the Rural Plains Development prior to being able to install the permanent water main infrastructure as shown in **Exhibit A**; and

WHEREAS, the Developer and City have agreed to partner in the design, construction and permitting associated with the permanent water main infrastructure as shown in **Exhibit A**.

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer agrees to retain the services of a professional engineer to design the proposed twelve inch (12") and eight inch (8") water main infrastructures as shown in **Exhibit A** and **Exhibit B**.
3. The Developer agrees to pay all cost associated with the acquisition of easements associated with the proposed twelve inch (12") water main as shown in **Exhibit A**. In addition the Developer shall be responsible for the acquisition of all offsite easements.

4. The Developer agrees to coordinate the design and installation of the temporary water main with the Tennessee Department of Transportation (TDOT) and the City to ensure that there are no infrastructure conflicts with the approved I-65 and Goose Creek Project plans. The Developer shall pay all cost associated with design, construction, installation, and the cutting, capping and abandonment of the temporary water main as shown in **Exhibit B**, upon the written request from the City. Any redesign and/or relocation due to interference with TDOT's approved plans for their I-65 and Goose Creek Project shall be the responsibility of the Developer.
5. The Developer shall dedicate any easement necessary to accommodate the temporary water main as shown on **Exhibit B**, and post sureties for the construction and maintenance of the temporary water main infrastructure as conceptually shown in **Exhibit B**. Sureties shall be posted prior to the City issuing permits. The sureties associated with the permanent water main as shown in Exhibit A and temporary water main as shown on Exhibit B shall not be released or reduced until the permanent water main as shown in Exhibit A has been installed, tested and accepted by the City.
6. The City hereby acknowledges that the Developer has prior hereto, posted the necessary sureties for the construction and maintenance of the permanent water main infrastructure as shown in **Exhibit A**; therefore, permits for the permanent water main infrastructure may be issued at any time after final approval of the engineered designed plans for this twelve inch (12") water main infrastructure.
7. The City agrees to assist in the acquisition of all offsite easements associated with the proposed permanent twelve inch (12") water main. In the event the Developer with the City's assistance fails to acquire the necessary easements the City will utilize the power of eminent domain to acquire the easements necessary for proper completion of the said water main. The Developer shall pay to the City the cost of the easements at fair market value including any damages prior to the City initiating its power of eminent domain (condemnation). Fair market value and any possible damages shall be determined by an appraiser approved by the City and the Developer. The City shall pay all other costs associated with eminent domain.
8. The Developer agrees to pay all costs associated with local, state and federal permits required as part of the temporary and permanent water main projects as shown in **Exhibits A & B**. The City will be responsible

for reviewing, approving and submitting all state and federal permit applications associated with the proposed permanent twelve inch (12") water main as shown in **Exhibit A**.

9. The Developer agrees to oversee the construction and ensure compliance with all local, state and federal permits and regulations. The Developer shall be responsible for all violations associated with these permits and the Developer agrees to indemnify and hold harmless the City as well as its officials, employees, officers and agents from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Developer, its employees, its contractors, or any person acting for or on its or their behalf in the performance of the work relating to this Contract. The Developer further agrees it shall be liable for the reasonable cost of attorneys for the City in the event such services are necessitated to enforce the terms of this Contract.
10. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.
11. Precedence. In the event of conflict between this Agreement or any other contract, agreement or other document to which the Agreement may accompany, the provisions of this Agreement will to the extent of such conflict take precedence unless such document expressly states that it is amending this Agreement.
12. 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.
13. Applicable Law; Choice of Forum/Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.
14. Entire Agreement. This Agreement together with its exhibit(s) supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly

referencing this Agreement by section number and signed by an authorized representative of each party.

|

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated.

Approved by the Franklin Board of Mayor and Aldermen on _____, 2015.

RURAL PLAINS PARTNERSHIP, a Tennessee general partnership

By: **BNB-WCO INVESTORS, LLC**, a Tennessee limited liability company, as Managing General Partner

By: Phil Fawcett

Print Name: Phil Fawcett

Title: Manager

Date: 2/5/15

STATE OF TENNESSEE)
COUNTY OF Williamson)

Before me, Joan Hines, a Notary Public of said County and State, personally appeared Phil Fawcett, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged self to be Manager (or other officer authorized to execute the instrument) of **BNB-WCO Investors, L.L.C.**, a Tennessee limited liability company, which is a partner of **Rural Plains Partnership**, a Tennessee general partnership, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the company by him self as Manager.

Witness my hand and seal, at Office in Franklin, Tennessee, this 5th day of February, 2015.



Joan Hines
Notary Public
My Commission Expires: 1-14-2018

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

FIVE MILE CREEK WATER LINE CONNECTION



Atlanta
Birmingham
Charlotte
Cincinnati
Columbus
Dallas
Fort Lauderdale
Jacksonville
Knoxville
Louisville
Nashville
Memphis
Richmond
Tampa

COF# 4679

4



2

Franklin, Williamson County, Tennessee

SITE
DETAILS

C6.1

FILE: _____
PROJECT: _____
DATE: _____

FILE: F:\1985\1985-009-0018
PROJECT: 26567.00
DATE: 08-01-18

[illegible]

ONCRETE THRUST BLOCKING

- 2210

OR DIMENSIONS SEE 221B



221A



Figure 1 shows the elevation and section views of the test specimen. The elevation view is a rectangle with a width of 150 mm and a height of 150 mm. It has a 10 mm thick top layer, a 10 mm thick bottom layer, and a central 130 mm wide section. The section view shows a cross-section with a 10 mm thick top layer, a 10 mm thick bottom layer, and a central 130 mm wide section. The top layer is labeled '10 mm' and the bottom layer is labeled '10 mm'. The central section is labeled '130 mm'.

© 2005 Blackwell Publishing Ltd, *Journal of Internal Medicine* 258: 201–208

- 2070



443

207A

JULY 1998

BERRY FARMS SEC 3-4 WATER LINE CONNECTION

CO.1

LAYOUT & BIDDING NOTES

1. THE CONTRACTOR SHALL CHECK EXISTING GRADES, DIMENSIONS, AND INSETS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER PRIOR TO BEGINNING WORK.
2. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, INCLUDING IRRIGATION LINES, TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, AND AT THE CONTRACTOR'S EXPENSE, COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
3. ALL STEPS PRIOR TO BEGINNING WORK WITH ALL LOCAL CODES, OBTAIN ALL PERMITS, AND PAY ALL FEES PRIOR TO BEGINNING WORK.
4. THE CONTRACTOR SHALL PROTECT ALL TREES TO REMAIN, IN ACCORDANCE WITH THE SPECIFICATIONS. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE NOR STORE MATERIALS WITHIN THE DRAINAGE LINES OF TREES OR OUTSIDE THE LIMIT OF GRADING.
5. ALL DAMAGE TO EXISTING ASPHALT PAVEMENT TO REMAIN WHICH RESULTS FROM NEW CONSTRUCTION SHALL BE REPAIRED WITH LIKE MATERIALS AT CONTRACTOR'S EXPENSE.
6. EXCESS MATERIAL SHALL BE DEPOSED OF BY THE CONTRACTOR OFF THE OWNER'S PROPERTY AND NOT BE DEPOSITED IN A LEGAL MANNER.
7. ARCHITECT/ENGINEER UPON COMPLETION.

COF 2014-0326
Exhibit B
PG 2 of 5

GRADING, DRAINAGE AND EROSION CONTROL NOTES

1. NO TREES SHALL BE REMOVED NOR VEGETATION DISTURBED EXCEPT AS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING.
2. IT IS THE OWNER'S INTENT TO PRESERVE ALL OF THE EXISTING SITE VEGETATION OUTSIDE THE LIMITS OF GRADING.
3. ALL TREES, INCLUDING YOUNG SAVINGS, PINES, AND UNDESIRABLE SPECIES ARE TO BE PROTECTED AND SAVED IF THEY FALL OUTSIDE THE LIMITS OF GRADING, EVEN IF THEY ARE NOT LOCATED OR IDENTIFIED ON THE DRAWING.
4. ALL EXISTING TREES, INCLUDING PINES, AND UNDESIRABLE SPECIES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING.
5. TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED TO MAINTAIN THE EXISTING VEGETATION. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING.
6. ALL GRADING AREAS SHALL BE SEEDING AND MULCHED WITHIN 15 DAYS AFTER GRADING IS COMPLETED.
7. CONSTRUCT TEMPORARY EROSION CONTROL AS SHOWN ON THE DRAWINGS PRIOR TO BEGINNING GRADING OPERATIONS.
8. ALL DRAINAGE STRUCTURES, PIPES WITHIN THE LIMITS OF CONSTRUCTION, AND DETENTION BASINS SHALL BE SEEDING AND MULCHED PRIOR TO FINAL GRADING.
9. SET BACKS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 50% FILLED.
10. ALL LOCATIONS OF TEMPORARY EROSION CONTROL DEVICES SHALL BE SUBJECT TO ADJUSTMENT AS DIRECTED BY THE ARCHITECT/ENGINEER.
11. WHEN THE TEMPORARY EROSION CONTROL DEVICES ARE NO LONGER REQUIRED FOR THE INTENDED PURPOSE (IN THE ARCHITECT/ENGINEER'S OPINION), THEY SHALL BE REMOVED.
12. REPLACE DAMAGED AND WORN OUT SALT BARRIERS AS DIRECTED BY THE ARCHITECT/ENGINEER.
13. THE CONTRACTOR SHALL PROTECT ALL TREES DESIGNATED TO REMAIN. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE/STORE MATERIALS, WITHIN THE DRINKING LINES OF TREES.
14. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, INCLUDING IRRIGATION LINES, TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, AND AT THE CONTRACTOR'S EXPENSE, COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
15. NOTIFY LOCAL UTILITY LOCATOR SERVICE OF INTENDED EXCAVATION/UTILITY TRENCHING OPERATIONS. SEE GENERAL UTILITY NOTE #4 ON SHEET C0.2 FOR PHONE NUMBER.
16. IN THE EVENT OF ANY DISCREPANCIES FOUND IN THE DRAWINGS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
17. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS.
18. CONTRACTOR SHALL VERIFY EXISTING ELEVATIONS AND INSETS PRIOR TO BEGINNING WORK.
19. EXCESS MATERIAL SHALL BE DEPOSED OF BY THE CONTRACTOR OFF THE OWNER'S PROPERTY AND NOT BE DEPOSITED IN A LEGAL MANNER.
20. EXISTING MANHOLE CASTINGS TO REMAIN SHALL BE RESET TO MATCH NEW GRADE.
21. EXISTING MANHOLE CASTINGS TO BE REMOVED SHALL BE BACKFILLED WITH SATISFACTORY MATERIAL, COMPACTED TO 98% OF MAXIMUM PER ASTM D698.
22. ALL CUT AND FILL SLOPES TO BE 3:1 MAXIMUM.
23. SATISFACTORY TOPSOIL IS DEFINED AS SOIL BEING FREE OF CONTAMINANTS, CLAY LUMPS, STONES, OTHER OBJECTS OVER 1 INCH IN DIAMETER, OR OTHER MATERIALS.
24. AFTER STRIPPING TOPSOIL, PROTECT SUBGRADE WITH A LOADED DUMP TRUCK WITH A MINIMUM WEIGHT OF 20 TONS.
25. FINISH GRADES TOLERANCES ARE 0.10 FOOT ABOVE OR BELOW DESIGN ELEVATIONS.
26. PROVIDE TEMPORARY SEEDING ON STOCKPILES AND ALL OTHER AREAS OF THE SITE THAT WILL REMAIN UNDISTURBED FOR 30 DAYS OR MORE.
27. EARTHWORK FILL SHALL INCLUDE STRIPPING TOPSOIL AND PLACING ENGINEERED FILL IN MAXIMUM 8" COMPACTED LIFTS WITH DENSITY OF 98% OF MAXIMUM PER ASTM D698.
28. I CERTIFY THAT THESE PLANS HAVE BEEN PREPARED BY ME AND/OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TENNESSEE. THE FIVE YEAR EXPIRATION DATE OF MY LICENSE IS 12/31/2014. THE WORK WILL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING.

Dr. J. L. Smith
REGISTERED ENGINEER
12/23/14
DATE

GENERAL UTILITY NOTES

1. WATER LINE CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL CODES AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL PAY ALL FEES AND OBTAIN ALL PERMITS.
3. ALL EXISTING UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED ON RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, INCLUDING IRRIGATION LINES, TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, AND AT THE CONTRACTOR'S EXPENSE, COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
4. THE CONTRACTOR SHALL NOTIFY THE TENNESSEE ONE-CALL SYSTEM, INC. (TODS) AT 1-800-381-1111 AND ANY NON TODS MEMBER UTILITY INDIVIDUALLY AT LEAST 3 WORKING DAYS PRIOR TO ANY EXCAVATION AND/OR DEGRADING.
5. MAINTAIN 10-FOOT EXCAVATION AND 18-INCH VERTICAL SEPARATION BETWEEN SANITARY AND WATER LINES.
6. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES, INCLUDING IRRIGATION LINES, TAKE CARE TO PROTECT UTILITIES THAT ARE TO REMAIN, REPAIR DAMAGE TO EXISTING UTILITIES, AND AT THE CONTRACTOR'S EXPENSE, COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY. RELOCATE IRRIGATION LINES AS NECESSARY FOR CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SEQUENCING OF CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
8. BACKFILL UTILITY TRENCHES UNDER PAVEMENT AREAS WITH CRUSHED STONE OR GRAVEL, COMPACTED TO AT LEAST 98% OF MAXIMUM PER ASTM D698.
9. ADJUST ALL EXISTING CASTINGS TO MATCH PROPOSED FINISH GRADE.
10. THIRST BLOCKS ALL WATERLINE FITTINGS WITH CONCRETE (2500 P.S.I. MIN.) POURED AGAINST UNDISTURBED EARTH TO SUSPEND 120 PERIOD TEST PRESSURE. SPECIFIED THIRST BLOTTING SO AS TO NOT EMIT JOINTS, BOLTS, VALVE BOXES OR OPERATING NUTS.
11. PROVIDE VENTS AT HIGH POINTS IN WATERLINE AS NECESSARY FOR EXPELLING AIR DURING TESTING AND SERVICE. LEAVE VENT COMPONENTS PLUGGED AND ATTACHED TO PIPE AFTER SUCCESSFUL TEST.
12. EXCESS MATERIAL SHALL BE DEPOSED OF BY THE CONTRACTOR OFF THE OWNER'S PROPERTY AND NOT BE DEPOSITED IN A LEGAL MANNER.
13. ALL WATER MAINS SHALL BE PRESSURE CLASS 300 DP UNLESS NOTED OTHERWISE.
14. ALL FIRE HYDRANT ASSEMBLIES SHALL BE INSTALLED BETWEEN 3" AND 7" FROM PAVED SURFACE.
15. AS-BUILT DRAWINGS WHICH INCLUDE AT LEAST TWO DIMENSIONS TO EACH VALVE AND MANHOLE FROM KNOWN SITE FEATURES. DIMENSIONS SHALL INCLUDE VERTICAL AND HORIZONTAL INFORMATION ON ALL NEW UTILITIES AS WELL AS EXIST. UTILITIES.
16. ALL PUBLIC WATER LINE CONSTRUCTION SHALL COMPLY WITH CITY OF FRANKLIN STANDARD SPECIFICATIONS.

STORMWATER POLLUTION PREVENTION NOTES

1. THE OWNER AND THE CONTRACTOR ARE REQUIRED TO SUBMIT A NOTICE OF INTENT (NOI) TO THE LOCAL ENVIRONMENTAL AGENCY PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
2. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
3. GRUBBING, GRADING ASSOCIATED WITH WATER LINE CONSTRUCTION, TOPSOILING, AND SEEDING.
4. THE ANTICIPATED FILL MATERIAL WILL CONSIST OF ON-SITE SOIL AND/OR SHOT ROCK MATERIALS.
5. THE RECEIVING WATER/STORM SEWER OPERATOR IS GOOSE CREEK AND FRANKLIN, TENNESSEE.
6. CONSTRUCTION SHALL BE SEQUENCED TO MINIMIZE EXPOSURE TIME OF CLEARED SURFACE AREA. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE AND FUNCTIONAL PRIOR TO ANY EXCAVATION OR GRADING. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE PROJECT. EROSION CONTROL MEASURES SHALL BE MAINTAINED THROUGHOUT THE PROJECT.
7. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
8. PRE-CONSTRUCTION VEGETATION REMOVAL SHALL NOT BE REMOVED MORE THAN 30 CALENDAR DAYS PRIOR TO GRADING. ALL GRADING AREAS EXPECTED TO REMAIN UNDISTURBED SHALL BE SEEDING AND MULCHED WITHIN 15 DAYS AFTER GRADING. TOPSOIL SHALL BE STRIPPED FROM ALL CUT AND FILL AREAS, STOCKPILED AND REDISTRIBUTED TO MAINTAIN THE EXISTING VEGETATION. THE CONTRACTOR SHALL MAINTAIN THE EXISTING VEGETATION OUTSIDE THE LIMITS OF GRADING.
9. MULCHING SHALL CONSIST OF LOOSE HAY OR STRAW APPLIED AT THE RATE OF 2 TONS/ACRE. ETC. AS NECESSARY AND WHEN CAPACITY HAS BEEN REDUCED BY 50%.
10. STOCKPILES SHALL BE STABILIZED AND PROTECTED FROM EROSION.
11. UPON COMPLETION OF SITE STABILIZATION, THE OWNER AND CONTRACTOR SHALL PROVIDE A NOTICE OF TERMINATION (NOT) FOR THE PROJECT TO THE LOCAL ENVIRONMENTAL AGENCY. A COPY OF THE (NOT) SHALL BE PROVIDED TO THE ENGINEER.
12. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
13. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
14. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
15. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
16. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.
17. THE CONTRACTOR SHALL MAINTAIN RECORDS OF EROSION CONTROL, INSPECTIONS AND REPAIRS FOR A MINIMUM OF 3 YEARS AFTER COMPLETION OF CONSTRUCTION.

SIGNATURE

DATE

PROJECT: 2014-0326

DATE: 12/23/14



Design Services
For The Built
Environment

- Atlanta
- Birmingham
- Charlotte
- Cincinnati
- Columbus
- Dallas
- Fort Lauderdale
- Jacksonville
- Knoxville
- Louisville
- Nashville
- Memphis
- Richmond
- Tampa

GRESHAM
SMITH AND
PARTNERS

1400
BAYVIEW DRIVE
NASHVILLE, TENNESSEE 37203
615.272.1100
WWW.GSPARTNERS.COM

Site Construction Plans for
Berry Lane Sec 3-4
Infrastructure Improvements
Franklin, Williamson County, Tennessee
COF 2014-0326

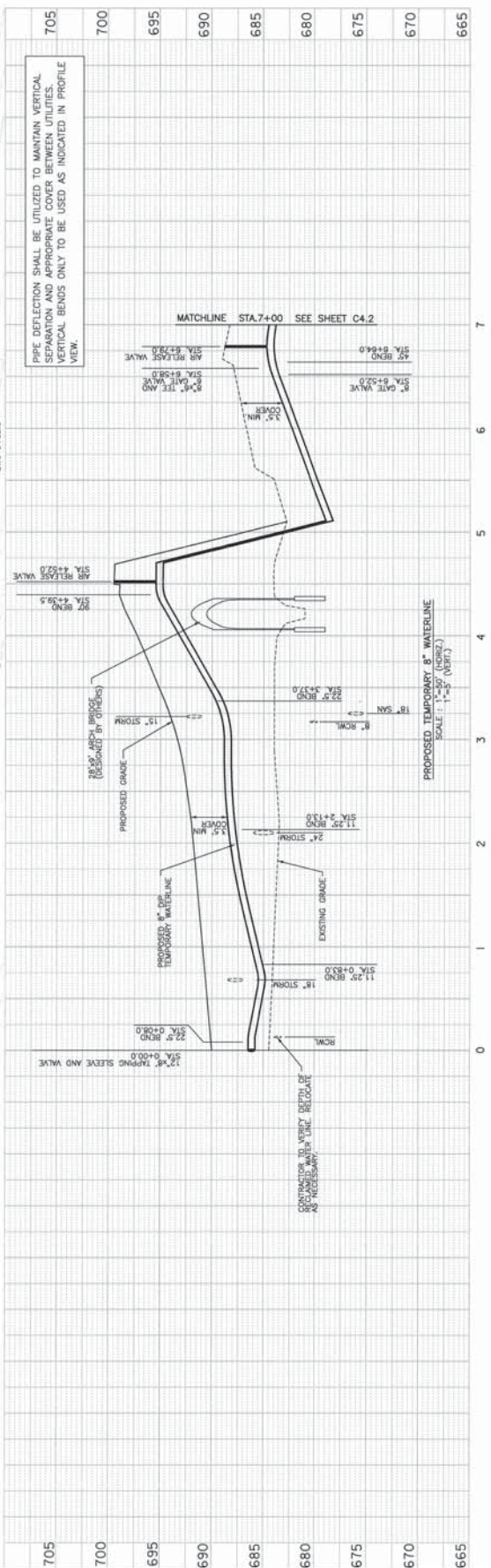
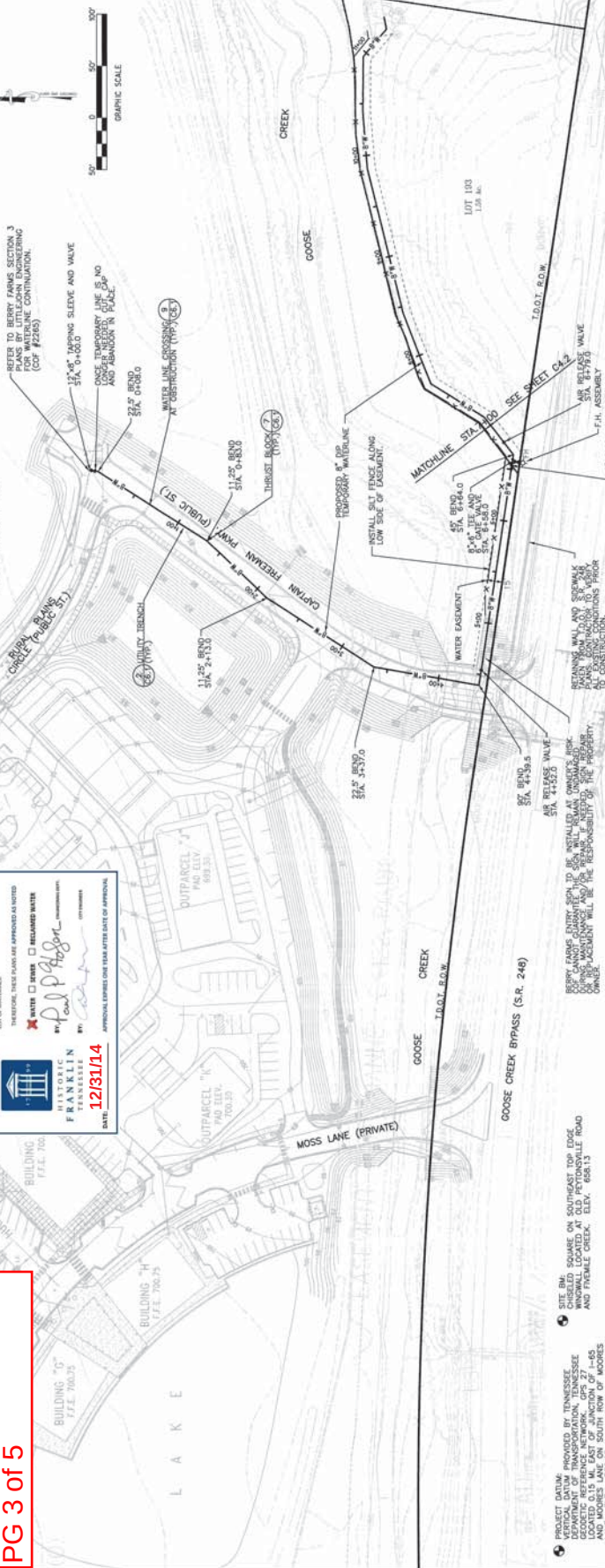


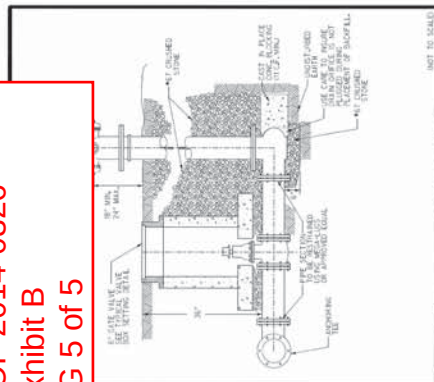
NO.	DATE	REVISION
1	12/23/14	COF FOUR COMMENTS

SITE NOTES

C0.2

PROJECT: 2014-0326
DATE: 12/23/14





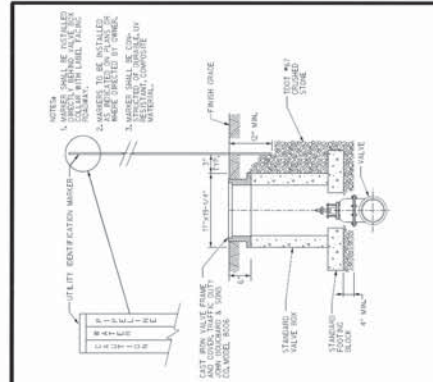


HISTORIC
FRANKFORT
FOUNDATION

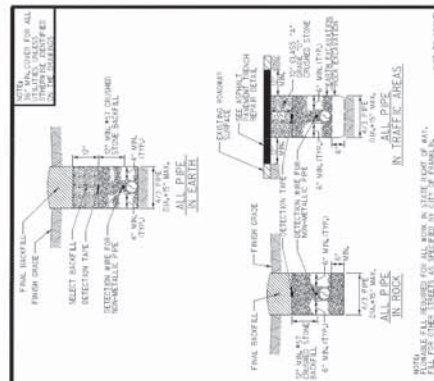
STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE

FIRE HYDRANT SETTING

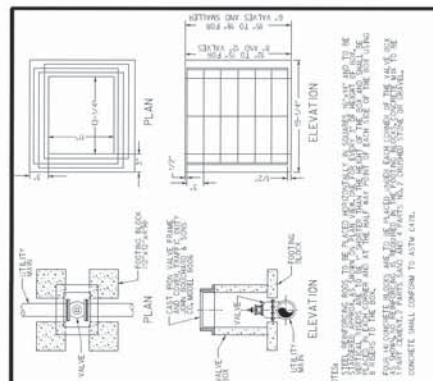
W-2



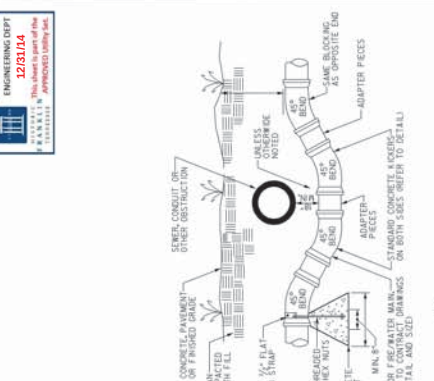
STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE
VALVE BOX SETTING
W - 1



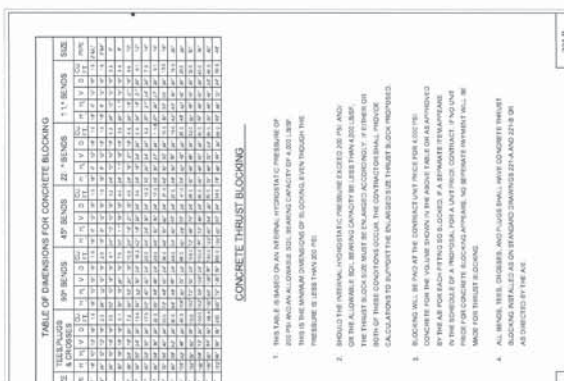
STANDARD DETAIL
WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE
BEDDING AND BACKFILLING
FOR PRESSURE LINES



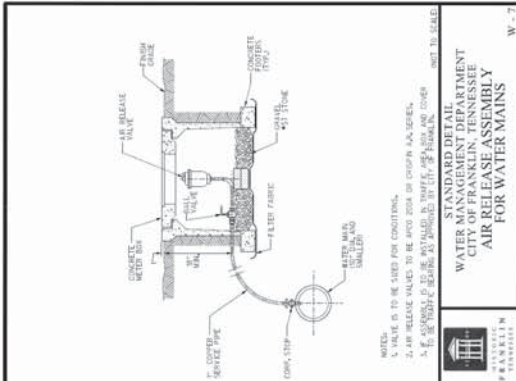
STANDARD DETAIL
 WATER MANAGEMENT DEPARTMENT
 CITY OF FRANKLIN, TENNESSEE
 CONCRETE VALVE BOX



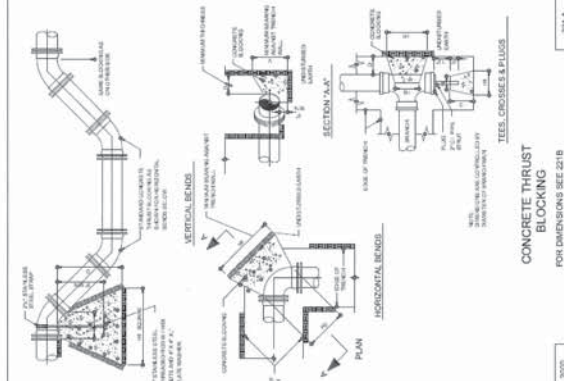
NOTE:
MATERIALS AND INSTALLATION SHALL COMPLY WITH
FEDERAL, STATE AND LOCAL CODE REQUIREMENTS.
REFER TO SPECIFICATIONS.



0177	
------	--



4



Year	2000	2001
2002	2003	2004

RESOLUTION 2015-15

A RESOLUTION AUTHORIZING CONDEMNATION FOR THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS FOR THE SR 96 WEST PEDESTRIAN FACILITY IMPROVEMENTS PROJECT

WHEREAS, the City of Franklin (City) has determined that certain pedestrian facility improvements are necessary on SR-96 West from Vintage Grove Lane to Freedom Middle School Access Road; and

WHEREAS, these improvements are generally described as the construction of a multiuse trail on the North side of SR-96 West (Project); and

WHEREAS, it will be necessary for the City to obtain right-of-way and easements from landowners for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to extend public roads, *see* T.C.A. §29-17-301 *et seq.*, and to acquire Rights-of-Way and Easements necessary for proper completion of the said Project, and that the acquisition of such Rights-of-Way and/or Easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and/or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements and/or temporary easements across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

IT IS SO RESOLVED AND DONE on this the 24th day of March, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY

City Administrator/Recorder

Approved As To Form By:

By: _____

DR. KEN MOORE

Mayor

Shauna R. Billingsley

City Attorney

RESOLUTION 2015-15
EXHIBIT A

ADDRESS	TAX MAP	GROUP	PARCEL
1198 VINTAGE GROVE LANE	64M	B	1.00
FOUNDERS POINTE BLVD.	64L	B	1.00
MILLHOUSE DRIVE	64M	A	1.00
BLOSSOM COURT	63P	G	1.00
NEW HWY 96 WEST	63P	D	1.00
NEW HWY 96 WEST	63P	D	2.00
750 NEW HWY 96 WEST	63		54.00

RESOLUTION 2015-14

EXHIBIT A

ADDRESS	TAX MAP	GROUP	PARCEL
419 MURFREESBORO ROAD	78E	A	5.00
421 MURFREESBORO ROAD	78E	A	4.00
423 MURFREESBORO ROAD	78E	A	3.00
425 MURFREESBORO ROAD	78E	A	2.00
427 MURFREESBORO ROAD	78E	A	1.00
501 MURFREESBORO ROAD	78		58.00
503 MURFREESBORO ROAD	78		62.00
609 MURFREESBORO ROAD	78		63.01
701 MURFREESBORO ROAD	78		64.00
703 MURFREESBORO ROAD	78		64.01
705 MURFREESBORO ROAD	78		86.00
707 MURFREESBORO ROAD	78		85.00
711 MURFREESBORO ROAD	78		84.00
713 MURFREESBORO ROAD	78		83.00
715 MURFREESBORO ROAD	78E	G	3.00
717 MURFREESBORO ROAD	78E	G	2.00
717 A-B MURFREESBORO ROAD	78E	G	1.00
719 MURFREESBORO ROAD	78		81.01
719 MURFREESBORO ROAD	78		81.00
106 PEBBLE VIEW DRIVE	78E	F	31.00
827 MURFREESBORO ROAD	79		6.01
1007 BUCKINGHAM CIRCLE	79H	I	3.00
1001 BUCKINGHAM CIRCLE	79H	I	1.00

RESOLUTION 2015-14

**A RESOLUTION AUTHORIZING CONDEMNATION FOR THE
ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS FOR THE SR
96 EAST PEDESTRIAN FACILITY IMPROVEMENTS PROJECT**

WHEREAS, the City of Franklin (City) has determined that certain pedestrian facility improvements are necessary on SR-96 East from Pinkerton Park to Mack Hatcher Parkway; and

WHEREAS, these improvements are generally described as the construction of a concrete sidewalk on the north side of SR- 96 East (Project); and

WHEREAS, it will be necessary for the City to obtain right-of-way and/or easements from landowners for the construction of the Project; and

WHEREAS, the Franklin Board of Mayor and Aldermen expressly finds that the City has the power of eminent domain to extend public roads, see T.C.A. §29-17-301 *et seq.*, and to acquire Rights-of-Way and Easements necessary for proper completion of the said Project, and that the acquisition of such Rights-of-Way and/or Easements is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City Engineer and/or City Attorney are authorized to obtain the necessary rights-of-way, permanent easements and/or temporary easements across the properties listed in **Exhibit A** hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

The City Engineer and City Attorney are authorized to continue negotiating with any landowner for the acquisition of the rights-of-way and/or easements without resort to condemnation. However, if an impasse is reached with a property owner and condemnation is the only alternative, then the City Attorney, or his/her designee, is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Engineer and/or City Attorney are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable, within the project budget and supported by a qualified appraisal.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

Shauna R. Billingsley
City Attorney

INTERLOCAL AGREEMENT FOR
JOINT RESPONSE OF
JOINT LAW ENFORCEMENT ASSISTANCE

Pursuant to *T.C.A. §6-54-301, et. seq.* and *T.C.A. §12-9-101, et. seq.*

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered as of the ____ day of _____, 2015, by and between WILLIAMSON COUNTY, TENNESSEE and the CITY OF FRANKLIN, TENNESSEE, for joint response to calls for law enforcement assistance.

WHEREAS, the Interlocal Cooperation Act codified at *Tennessee Code Annotated*, Section 12-9-101, et. seq., authorizes public agencies of the State to enter into interlocal agreements for the joint provision of law enforcement response; and

WHEREAS, *Tennessee Code Annotated*, Section 6-54-307 specifically authorizes incorporated cities to enter into agreements with counties for law enforcement assistance; and

WHEREAS, the parties hereto desire to avail themselves of the authority conferred by these laws; and

WHEREAS, the purpose of this Agreement is to provide each of the parties, through their cooperation, a predetermined plan by which each might render aid to the other as needed for law enforcement response under specific arrangements as provided herein; and

WHEREAS, it is deemed in the public interest for the parties hereto to enter into this Agreement for joint response with regard to law enforcement response to provide aid as needed:

NOW THEREFORE, pursuant to *Tennessee Code Annotated* §6-54-307 and §12-9-101, et. seq., and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The parties agree to send personnel and equipment in the complete discretion of the responding entity to provide joint response to answer calls outside the parties' respective boundaries. Any law enforcement officer responding to a call as provided under this Agreement shall be considered acting in a governmental capacity entitled to all rights, privileges, exemptions and immunities as if such duty or activity were performed within the corporate limits by which such person is employed.
2. Joint response is defined as the dispatch and response of the party's law enforcement officers upon receipt of a request to dispatch to the same property, area, or zone regardless of the actual location or jurisdiction of the property.
3. This Agreement shall be valid between the signed parties when the City of Franklin Administrator and the Williamson County Mayor execute it pursuant to the ordinance/resolution of each jurisdiction authorizing the party to execute it.
4. This Agreement is in addition to and shall not affect each party's responsibilities to respond to requests for assistance made under *Tennessee Code Annotated* §58-8-101, et. seq.
5. The parties agree to cooperate in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

6. Each party shall be responsible for its own cost for the satisfaction of the obligations set forth herein. The parties agree that this Agreement shall consist of the mutual understandings contained herein. The parties agree that monetary compensation shall neither be expected nor received by any party. Each party shall be responsible for its own actions, and the actions of its employees, contractors, subcontractors, and agents, conducted pursuant to this Agreement.
7. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.
8. The rights and obligations of this Agreement are not assignable.
9. The initial term of this Agreement shall be for one year from the date this Agreement is executed and shall automatically renew for one year terms until this Agreement is terminated by one or both of the parties. Any party may terminate this Agreement at any time upon thirty (30) days' written notice to the other party. Such termination shall not affect in any manner any prior existing obligations between the parties.

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

ATTEST:

CITY OF FRANKLIN

BY:

BY: Eric Stuckey, City Administrator

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

CITY OF FRANKLIN POLICE CHIEF

City of Franklin Attorney

Deborah Y. Faulkner, Police Chief

ATTEST:

WILLIAMSON COUNTY, TENNESSEE

BY:

BY: Rogers Anderson, County Mayor

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

WILLIAMSON COUNTY SHERIFF

Williamson County Attorney

Jeff Long, County Sheriff



JONES COLLEGE OF BUSINESS
Business and Economic Research Center

Economic Impact and Cost/Benefit Analysis
Harpeth Square Project, Franklin, TN

Murat Arik, Ph.D., PDBP, Interim Director

Harpeth Square Development



BUSINESS AND ECONOMIC RESEARCH CENTER

Community Character

Community Character

- Harpeth Square will encompass a mix of uses including residential, retail, and hotel space that complement the culture and community of historic Franklin.
- The architecture will be designed with timeless proportions and quality materials that resonate and respect the historic architecture.

Source: Harpeth Associates LLC

Impact on Infrastructure and the Environment from Capital Investment

Infrastructure and Environment

- Improvements will be made on East Main Street, Franklin Road, 1st Avenue, 2nd Avenue, and Bridge Street. These improvements range from adding pedestrian crosswalks to upsizing the existing water line. The improvements will not only improve traffic but also safety.
- Harpeth Square Development will also construct a regional storm water quality and quantity feature. This feature will capture and treat large volumes of storm water before releasing it into the Harpeth River.

Source: Harpeth Associates LLC

Total Investment

Cost of Harpeth Square Project

Total Investment: Harpeth Square Project

Type of Investment	Units	Type	Cost per Unit	Total Cost
Retail/Restaurant	15,000	SF	\$110	\$1,650,000
Apartments	143	Units	\$179,831	\$25,715,815
Garage	562	Spaces	\$14,087	\$7,916,656
Hotel	115	Keys	\$301,528	\$34,675,802
Total Cost				\$69,958,273

Source: BERC and Harpeth Associates LLC

Harpeth Square Project: Timeline

Harpeth Square Project Timeline

- Project will be completed in two years.
- Hotel, restaurant, and retail establishments will be in operation in second year.
- Apartments will be available for rent in second year.

Source: Harpeth Associates LLC

Salaries and Education Requirements of New Jobs

Once operational, the project will include 155 permanent jobs in Williamson County.

Harpeth Square Development: Permanent Direct Jobs		
Operation	SF/Employee	Employees
Retail (10,000 SF)	549	18
Restaurant (5000 SF)	134	37
Hotel (107,829 SF)	1,124	96
Apartments		4
Total Employment		155

Source: BERC and Institute of Transportation Engineers and US Department of Energy

Retail Occupations and Average Wages (Tennessee, 2013)

Distribution of Retail Occupations	Number of Jobs	Average Wage (Tennessee)
Management occupations	1	\$90,050
Supervisors of sales workers	2	\$39,220
Retail sales workers	9	\$25,030
Information and record clerks	1	\$36,660
Material recording, scheduling, dispatching, and distributing workers	4	\$33,500
Transportation and material moving occupations	1	\$31,610
Total Jobs	18	

Source: BERC and Bureau of Labor Statistics (BLS)

Restaurant Occupations and Average Wages (Tennessee, 2013)

Distribution of Restaurant Occupations	Number of Jobs	Average Wage (Tennessee)
Management occupations	1	\$90,050
Supervisors of food preparation and serving workers	2	\$37,860
Cooks and food preparation workers	9	\$20,000
Food and beverage serving workers	17	\$17,820
Other food preparation and serving related workers	7	\$20,320
Sales and related occupations	1	\$34,110
Total Jobs	37	

Source: BERC and Bureau of Labor Statistics (BLS)

Lodging Occupations, Average Wages (Tennessee, 2013)

Source: BERC and
Bureau of Labor
Statistics (BLS)

Distribution of Lodging Occupations	Number of Jobs	Average Wage (Tennessee)
Top executives	1	\$157,070
Advertising, marketing, promotions, public relations, and sales managers	1	\$75,250
Operations specialties managers	1	\$71,820
Other management occupations	2	\$46,830
Business and financial operations occupations	1	\$61,180
Arts, design, entertainment, sports, and media occupations	1	\$47,770
Protective service occupations	2	\$34,220
Supervisors of food preparation and serving workers	2	\$37,860
Cooks and food preparation workers	5	\$20,060
Food and beverage serving workers	12	\$17,820
Other food preparation and serving related workers	5	\$20,330
Supervisors of building and grounds cleaning and maintenance workers	2	\$39,680
Building cleaning and pest control workers	26	\$30,410
Grounds maintenance workers	1	\$31,880
Personal care and service occupations	7	\$22,480
Retail sales workers	1	\$39,220
Sales representatives, services	1	\$52,620
Supervisors of office and administrative support workers	1	\$48,820
Financial clerks	2	\$38,420
Information and record clerks	13	\$36,660
Secretaries and administrative assistants	1	\$29,560
Other office and administrative support workers	1	\$34,510
Other installation, maintenance, and repair occupations	4	\$35,780
Textile, apparel, and furnishings workers	2	\$24,770
Transportation and material moving occupations	1	\$31,610
Total Jobs	96	

Real Estate Occupations and Average Wages (Tennessee, 2013)

	Number of Jobs	Average Wage (Tennessee)
Distribution of Apartment Management Jobs		
Property, real estate, and community association managers	2	\$44,227
Counter and rental clerk	1	\$25,877
Maintenance workers	1	\$31,880
Total Jobs	4	

Source: BERC and Bureau of Labor Statistics (BLS)

Education Requirements of Jobs Created

Educational Requirements of Jobs Created	
Master's Degree	1
Bachelor's Degree	9
Associate's Degree	3
High School Diploma	121
Less Than High School Diploma	21
Total Jobs	155

Source: BERC and ONET Online (Onetonline.org)

Average Wages in Williamson County Q2 2014

Average Annual Wages in Williamson County (Q2 2014)

Industry	Annual Average Wage
All Industries	\$56,368
Trade, Transportation and Utilities	\$43,316
Leisure and Hospitality	\$20,020
Real Estate	\$72,384

Source: BERC and Bureau of Labor Statistics (BLS)

Financial strength and stability

Population
Dynamics/
Taxable
Household
Expenditure

Consumer Expenditure Breakdown (Renters)

Total income (I)	100%
Income after taxes (J)	93%
Housing expenses (K)	38.20%
Estimated expenditure subject to sales tax (L)	30.20%
Estimated state sales tax (7%)	\$234,175
Williamson County/Franklin sales tax	2.25%
Estimated sales tax due to household spending	\$75,271
Available apartments (A)	147
Rental occupancy rate (B)	95%
Total occupied units (C)	140 A*B
Average household size in Franklin City (D)	2.56
Total new population (E)	358 C*D
Median household income in Franklin City (2013) (F)	\$79,124
Median income subject to sales tax (G)	\$23,895 F*L
Total household expenditure subject to sales tax (H)	\$3,345,363 G*C

Source: BERC, Census Bureau, and Bureau of Labor Statistics (BLS)

Number of New Visitors and Their Local Spending

Typical Visitor Spending	Percent Breakdown	\$/Per Day	Total Spending
Travel	10.45%	\$73.25	\$2,552,114
Retail	19.85%	\$139.15	\$4,847,795
Lodging	32.40%	\$227.00	\$7,908,453
Entertainment	19.85%	\$139.15	\$4,847,795
Food and Drink	17.56%	\$123.10	\$4,288,528
Total Visitor Spending	100.00%	\$701.00	\$24,444,683

Hotel Information

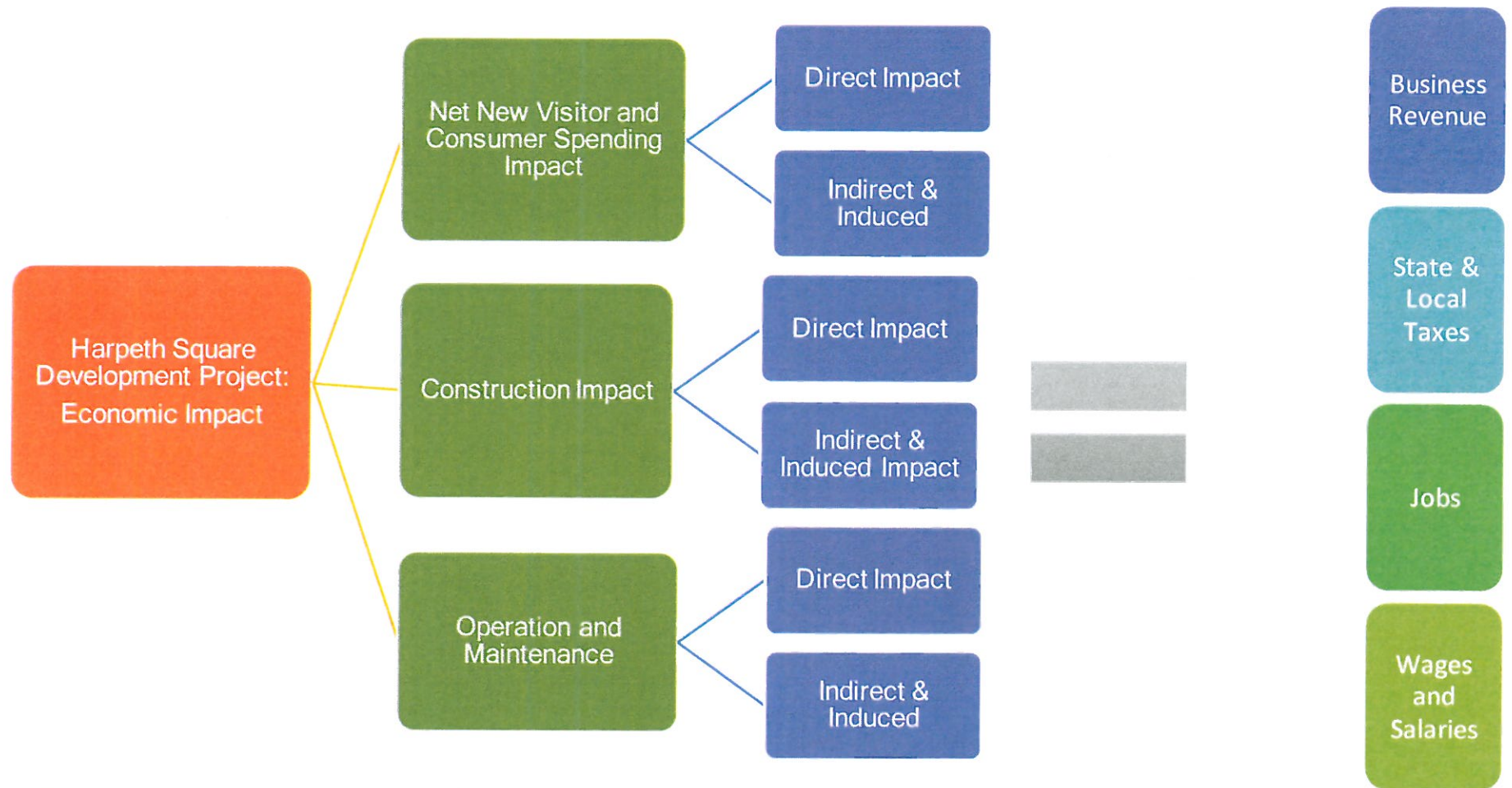
Total Room	115
Occupancy Rate	83%
Total Nights	34,839
Total Hotel Days	34,839
Average Room Rate	\$227

Source: BERC, Various Sources on Visitor Expenditures, and Harpeth Associates LLC

Economic and Fiscal Impact Assessment

Conceptual Framework

Projected Economic Impact of the Proposed Harpeth Square Development in Franklin City



To avoid double-counting,
we excluded total sales associated with
restaurant and retail operations.

Impact on Existing Businesses and Local Taxes

Short-Term Economic/Fiscal Impact: Construction Phase

Construction Year 1 (\$2015)

Impact Type	Jobs	Wages and Salaries	Business Revenue
Direct Effect	220	\$11,881,262	\$34,979,187
Indirect and Induced Effect	157	\$8,532,087	\$20,976,816
Total Effect	377	\$20,413,349	\$55,956,003

Construction Year 2 (\$2015)

Direct Effect	220	\$11,881,262	\$34,979,187
Indirect and Induced Effect	157	\$8,532,087	\$20,976,816
Total Effect	377	\$20,413,349	\$55,956,003

Source: BERC, and IMPLAN

Short-Term Economic/Fiscal Impact: Construction Phase

Taxes on Businesses and Households Year 1	Total Taxes	Local	State
Building Permit and Fees	\$3,157,201	\$3,157,201	
Sales Tax	\$670,714	\$163,147	\$507,567
Property Tax	\$308,522	\$308,522	
Motor Vehicle License	\$41,993	\$41,993	
Other Taxes	\$113,637	\$113,637	
NonTaxes (Fines- Fees)	\$128,446	\$128,446	
Total State and Local Taxes	\$4,420,513	\$3,912,946	\$507,567

Taxes on Businesses and Households Year 2	Total Taxes	Local	State
Sales Tax	\$670,714	\$163,147	\$507,567
Property Tax	\$308,522	\$308,522	
Motor Vehicle License	\$41,993	\$41,993	
Other Taxes	\$113,637	\$113,637	
NonTaxes (Fines- Fees)	\$128,446	\$128,446	
Total State and Local Taxes	\$1,263,312	\$755,745	\$507,567

Source: BERC, and IMPLAN

Economic/Fiscal Impact of Visitor and Household Spending

Induced Effect of New Household Spending on the Economy

Impact Type	Jobs	Wages and Salaries	Business Revenue
Direct Effect	0	\$0	\$0
Induced Effect	24	\$1,223,949	\$3,144,575
Total Effect	24	\$1,223,949	\$3,144,575

Sales Tax and Other Taxes and Fees	Taxes and Fees
Motor Vehicle License	\$3,486
Other Taxes	\$15,602
NonTaxes (Fines- Fees)	\$11,725
Local Sales Tax (Williamson/Franklin)	\$75,271
State Sales Tax	\$234,175

Source: BERC, and IMPLAN

Economic/Fiscal Impact of Visitor and Household Spending

Impact of New Visitor Spending Associated with the Proposed Hotel

Impact Type	Jobs	Wages and Salaries	Business Revenue
Direct Effect*	245	\$7,180,334	\$20,920,338
Indirect and Induced Effect	116	\$6,046,813	\$15,503,100
Total Effect	361	\$13,227,147	\$36,423,438

*Direct effect includes total direct jobs associated with the proposed development.

Source: BERC, and IMPLAN

Economic/Fiscal Impact of Visitor and Household Spending

Description	Total Taxes	Local	State
Sales Tax	\$1,170,516	\$280,924	\$889,592
Motor Vehicle License	\$38,727	\$38,727	
Other Taxes*	\$178,287	\$178,287	
NonTaxes (Fines- Fees)	\$131,117	\$131,117	
Property Tax (All Components)		\$761,798	
Occupancy Tax (City of Franklin)		\$373,229	

*Other Taxes also include "Franchise and Excise Tax."

Source: BERC, and IMPLAN

Benefit/Cost Estimates: Cost Assumptions

Total County Population (2013)	198,901
Total Williamson County and Franklin City Expenditures (2014)	\$492,752,364
Per Capita Annual Expenditure (A)	\$2,477
Total Number of New Residents (B)	358
Estimated Cost of New Residents to the County and City (A*B)	\$886,900

Source: BERC, Census Bureau, and IMPLAN

Benefit/Cost Estimate

Sales, Property, and Other Taxes and Fees Associated with the Proposed Harpeth Square Development (\$2015)

Benefits (Property, Sales and Other Taxes and Fees)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Building Permit and Fees	\$3,157,201					
Property Tax (Hotel, Retail, Apartments)		\$761,798	\$761,798	\$761,798	\$761,798	\$761,798
Property Tax (Construction Activity)	\$308,522	\$308,522				
Sales Tax Construction Phase (Williamson/Franklin)	\$163,147	\$163,147				
Sales Tax Household Spending (Williamson/Franklin)		\$75,271	\$75,271	\$75,271	\$75,271	\$75,271
Sales Tax New Visitor Spending (Williamson/Franklin)		\$280,924	\$280,924	\$280,924	\$280,924	\$280,924
Other Taxes and Fees Associated with Construction Phase*	\$284,076	\$284,076				
Other Taxes and Fees Associated with Household Expenditure*		\$30,813	\$30,813	\$30,813	\$30,813	\$30,813
Other Taxes and Fees Associated with New Visitor Spending*		\$348,131	\$348,131	\$348,131	\$348,131	\$348,131
Occupancy Tax (City of Franklin)		\$264,998	\$314,309	\$349,020	\$363,373	\$377,309
Total Property, Sales and Other Taxes and Fees Estimates	\$3,912,946	\$2,517,679	\$1,811,246	\$1,845,957	\$1,860,310	\$1,874,246

Cost of Additional Population to the County and City Finances		\$886,900	\$886,900	\$886,900	\$886,900	\$886,900
Total Benefits (Year 1-Year 6) (\$2015)	\$13,822,383					
Total Costs (Year 1-Year 6) (\$2015)	\$4,434,500					
Benefit/Cost Ratio**	3.12					

****Other Taxes and Fees" also include "Franchise and Excise Taxes" associated with the operation of the proposed business activities.**

Source: BERC, Census Bureau, and IMPLAN

Thank you!

**ECONOMIC IMPACT PLAN
FOR
SECOND AVENUE ECONOMIC DEVELOPMENT AREA**

I. Authority for Economic Impact Plan

Industrial development corporations ("IDBs") are authorized under Tenn. Code Ann. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes an industrial park within the meaning of Tenn. Code Ann. § 7-53-312 or a project within the meaning of Tenn. Code Ann. § 7-53-101 and such other properties that the IDB determines will be directly improved or benefited due to the undertaking of such industrial park or project. Tennessee Code Annotated § 7-53-312 also authorizes cities and counties to apply and pledge new incremental tax revenues, which arise from the area subject to the economic impact plan, to the IDB to promote economic development, to pay the cost of projects or to pay debt service on bonds or other obligations issued by the IDB to pay the costs of projects.

II. The Project

The project will be a mixed use complex comprised of a boutique hotel, a residential building, a parking garage, and various retail shops and restaurants. It will be located on an approximately 5-acre track composed of fourteen parcels tax map 062. Specific parcels are itemized in Appendix A. The Project Site is located north of East Main Street, west of First Avenue

North, south of Bridge Street, and east of Second Avenue North in downtown Franklin, covering an entire City block. The portion of the Project Site devoted to the parking garage, the garage structure itself, and the furniture, machinery and equipment to be installed therein are herein referred to collectively as the "Project". In order to make the Project financially feasible, The Industrial Development Board of the County of Williamson (the "Board") intends, subject to the approval of the Williamson County Commission and the Board of Mayor and Aldermen of the City of Franklin (the "City"), to engage in tax increment financing pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay all or a portion of the cost of constructing and equipping the Project. The proceeds of the tax increment financing approved by County and City would be used exclusively to pay a portion of the debt service on borrowing to finance the Project. The Project is an eligible project within the meaning of Tenn. Code Ann. §7-53-101(11)(A)(iv).

III. Boundaries of Plan Area

The Project is located within the commercial area of historic downtown Franklin and is adjacent to other commercial and retail facilities. The area that would be subject to this Economic Impact Plan, and to the tax increment financing provisions described below, includes the Project Site and the properties that will directly benefit from the development of the Project.

The Plan Area includes all tax parcels located in whole or in part within the boundaries of First and Second Avenues North, Bridge Street, and East Main Street, excluding those parcels which are not being renovated or replaced as part of the Project. The area that will be subject to this plan (the "Plan Area") is shown on Exhibit B attached hereto and a list of the tax parcels included in the Plan Area is shown on Exhibit A attached hereto. In the event of any conflict between the general description of the Plan Area described in this paragraph and Exhibits A and B, said Exhibits shall control. The Plan Area is hereby declared to be subject to this Economic Impact Plan, and the Project is hereby identified as the project that will be located within the Plan Area. Within the Plan Area, which has an underlying zone of SD-X (34.17 density/33,650 non-residential footage/115 hotel keys), the City's height overlay, design standards, and planned commercial district regulations will apply. To be a downtown activity center, the City and County seek innovative, world-class design alternatives in an environmentally-friendly, context-sensitive design and sustainable business center developments unique to the City of Franklin.

IV. Financial Assistance to Project

The Board will provide financial assistance to the Project by applying a portion of the proceeds of the tax-increment financing described herein to pay part of the debt service resulting from financing of construction and

equipping the Project. The amount that will be made available by the Board for such financial assistance shall be limited to 42% of the potential tax increment, thereby ensuring that all property taxes targeted for education are kept intact. The tax increment will be made available beginning in the second tax year following completion of the construction of the Project, with an amount of \$240,000 per year for a maximum of ten years.

V. Expected Benefits to City and County

The Benefits to the Surrounding Properties

The Project will benefit the surrounding properties in five principal methods. First, the redeveloped City block composed of a boutique hotel, residential housing, and retail shops and restaurants, will replace vacant properties and enhance the land valuation of the surrounding parcels. Second, the Project will spur development of adjacent properties between the Project Site and the Public Square, and in the area to the east and south of the Project, including underutilized areas on First Avenue North and South, by providing hotel and meeting space, opportunities for downtown residential expansion, and additional retail and restaurant venues. Third, proposed improvements to the infrastructure in the Project Site area will remediate certain limitations in the water, sewer, storm drainage and roadway capacity that abut the boundaries of the Project Site. Those improvements include sidewalks for connectivity, signalization for traffic flow, upsizing of water and wastewater

lines, and lighting for public safety. Completion of the infrastructure improvement will allow better access to many of the parcels and alleviate current traffic dangers that exist along First Avenue and Bridge Street. Fourth, the project will dramatically increase the valuation of the properties within the block being redeveloped, providing a substantial increase in property taxes flowing to the Williamson County Schools and the Franklin Special School District. After completion of the term of the tax increment financing, recurring property taxes will subsequently be generated for the County and City general funds, suppressing the need for tax rate increases on existing properties. Finally, the project will provide almost 600 additional parking spaces in the downtown area. Although much of the parking garage will be used by the new businesses within the Project, a minimum of 200 spaces will be made available for general public use to support businesses in the immediate area.

The Benefits to Williamson County and the City of Franklin

Williamson County stands to benefit in many ways from the Project. The Project itself proposes the addition of up to \$100 million in valuation to the tax rolls. The Plan Area generated only \$64,215 in County property taxes for 2014, and is expected upon completion of the Project to generate over \$640,000 in County property taxes. During the ten-year term of the tax-increment arrangement, \$238,560 per year will be set aside to pay a portion of the debt service on the parking garage. The balance of \$329,440 will be

available to flow to Williamson County in the same proportion now dedicated for school funding. Sales tax, business tax, hotel tax, and a variety of other local taxes and/or fees will be positively affected by the injection of 155 jobs and estimated corporate purchases of over \$40 million per year. Existing businesses that support the particular needs of hotel, retail, and residential operations, such as legal, accounting, advertising, marketing, finance and engineering, will be enhanced. The signature buildings that will be viewed by 10,000 or more vehicles per day along the downtown Franklin corridor will create a positive impact on citizens and visitors alike.

One of the largest benefits of the project is the injection of property taxes for education. Although Williamson County will provide the diversion of some new property taxes from the Project, the portion of County property taxes that would normally go to schools will be paid in full. The forecasted amount of revenue that will flow to schools is \$329,440 in the first year after expected project completion and totals almost \$10 million over a thirty-year term.

The County will also be impacted by taxes and fees generated by the construction project. Impact fees, which are currently assessed for schools, will result from the \$100 million construction project. An economic impact study conducted by the Jones College of Business at Middle Tennessee State University found that the two-year construction phase of the Project would have a short-term economic and fiscal impact of \$110 million. This is

comprised of 220 construction jobs and 157 indirect jobs. The payroll for those jobs would \$20 million per year. Total business revenue during the construction period would be \$55 million per year for two years, resulting in locals taxes approaching \$4 million per year.

The same study showed that, upon completion, the Project would generate a substantial impact from new visitor spending associated with the proposed hotel. The estimate is over \$13 million per year in additional direct and indirect wages and salaries, and over \$36 million in business revenue. That would generate \$280,000 in local sales tax and \$373,000 in hotel occupancy taxes.

The City of Franklin also stands to benefit in several ways from the Project. After the period of tax increment financing is completed, the addition to the tax base is expected to generate over \$130,000 per year in City property taxes. The Plan Area generated \$13,052 in City property taxes for 2014, and is expected upon completion of the Project to generate over \$116,000 in City property taxes. Sales tax, business tax, hotel tax, and a variety of other local taxes and/or fees will be positively affected by the injection of 155 jobs and estimated company purchases of over \$40 million per year. Impact fees, which are currently assessed for roads, public safety, parks and sanitation, will result from the \$70 million construction project. Building permit fees and storm water charges will increase from the construction of the new facility. Existing city providers, such as restaurants, building suppliers, office supply

houses, and general merchandise stores will be able to attract additional business from the Project. New businesses, such as legal, accounting, advertising, marketing, finance and engineering, will be attracted to the immediate area.

In an area where transportation infrastructure has been a subject of concern, the citizenry will benefit from a realignment of traffic signalization along Franklin Road & Main Street entering the downtown area. An additional right turn lane will allow traffic to flow through into the First Avenue corridor and avoid some of the backup along Franklin Road. To support the Project, the developer will add sidewalks and lighting along First Avenue and Bridge Street, and improve the turning radius at the intersection of those streets. For safety, pedestrian crossings will be added. The Project will also construct a regional stormwater detention feature, which will capture and treat large volumes of storm water before releasing it into the Harpeth River.

The Plan Area will be enhanced aesthetically with new buildings in an area that is largely vacant land at this time. The signature buildings within the Project will be viewed by 10,000 or more vehicles per day along the Franklin Road corridor, creating a positive impact on citizens and visitors alike. As with the Williamson County schools, one of the largest benefits of the project is the injection of property taxes for education. The portion of property taxes that would normally go to the Franklin Special School District

will be paid in full. The forecasted amount of revenue that will flow to schools is \$335,000 in the first year after expected project completion and totals \$10 million over a thirty-year term.

The Intangible Benefits of the Project

One of the intangible benefits of the Project is the quality of space that will be provided in the downtown area. Studies have shown that a boutique hotel in the downtown area is both viable and desirable. Visitors to Williamson County currently have no options to stay in the heart of Franklin. The addition of hotel availability downtown will remedy the current vacuum and provide an alternative for tourists interested in the historic Downtown and family members and guests that are visiting downtown residents. Another benefit is the expansion of residential opportunity in the downtown area. Many of those moving to Williamson County have expressed interest in living in the downtown core but have found few residential opportunities. The residential portion of the Project will address that need and provide up to 143 living spaces for employees whose jobs are in the downtown area. Many of the jobs that will be created by the Project are service industry jobs with low skill positions. However, the continuing commercial interests in the downtown area may create jobs that greatly benefit the dynamics of our increasing exposure to health care, financial, automotive, and design professions. A portion of the workforce for those jobs will, undoubtedly,

wish to live close to their employment, avoiding daily commuting and also enjoying the shops and restaurants of downtown Franklin.

Estimates of the average wage for the newly created jobs range from \$27,000 to \$96,000 per year. The types of skills required by these jobs would provide career paths for many of our citizens and their children.

Diversification of employment is another intangible. A mixed use facility like Harpeth Square allows the City and the County an opportunity to achieve some diversification of employment. This is healthy for the workforce in general, giving a wider variety of employment opportunities; diversification also ensures that losses in a single industry will not adversely affect the area as severely as they would otherwise.

The selection of an upscale, boutique hotel will give downtown Franklin and Williamson County another hotel and residential offering not available in many other locales. It reinforces the fact that Middle Tennessee is a terrific place to do business and that, in all of middle Tennessee, Williamson County is the most ideal environment. When searching for boutique hotels, every tourist or company travel agent will see the location: Franklin, Tennessee.

VI. Distribution of Property Taxes and Tax Increment Financing

a. Distribution of Taxes. Property taxes, including personal property taxes, imposed by the County and City on the property located within the Plan Area shall be allocated and distributed as provided in this subsection. The taxes

assessed by the County on the real and personal property within the Plan Area will be distributed as follows in accordance with Tenn. Code Ann. § 7-53-312(c):

i. The portion of the real and personal property taxes that were payable with respect to the Plan Area for the year prior to the date of approval of this Economic Impact Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the County and City as all other taxes levied by the jurisdiction on all other properties; provided, however, that in any year in which the taxes on the property within the Plan Area are less than the Base Tax Amount, there shall be allocated and paid to the County and City only the taxes actually imposed.

ii. The excess of real and personal property taxes over the Base Tax Amount (the "TIF Revenues") shall be, as collected, paid into a separate fund of the Board, created to hold such payments until the tax proceeds in the fund are to be applied to pay debt service on the obligations (including any interest rate swap agreement) expected to be issued by the Board to pay the costs of acquiring the Project Site.

b. TIF Obligations. In order to pay for all or a portion of the costs of acquiring the Project Site, the Board intends to use the TIF Revenues to pay debt service on obligations (including any interest rate swap agreement) incurred to finance such costs. This tax increment financing will be structured as follows:

- i. The Board, in conjunction with the developer, will arrange financing for a parking garage of not to exceed \$10,000,000 through the issuance and sale of notes, bonds or other obligations of the Board and lease the facility to the developer. The Board shall pledge any and all TIF Revenues allocated to the Board pursuant to the specifications of this Economic Impact Plan to the payment of such notes, bonds or other obligations.
- ii. The proceeds of the notes, bonds or obligations shall be used to pay all or a portion of the costs of acquiring and constructing the garage, together with expenses of the Board in connection with the Project and the tax increment financing for a maximum period of ten (10) years from the date of completion of the Project.
- c. Time Period. Taxes on the real and personal property within the Project Area will be distributed as provided in this Section of the Economic Impact Plan for a period equal to the lesser of (a) the period that the tax increment financing described above is outstanding or (b) ten (10) years.
- d. Qualified Use. The Board and the County and City, by the adoption of this Plan find that the use of the TIF Revenues as described herein is in furtherance of promoting economic development in the City and that costs to be financed as described herein are costs of the Project.

VII. Approval Process

Pursuant to Tenn. Code Ann. § 7-53-312, the process for the approval of this Economic Impact Plan is as follows:

- a. The Board holds a public hearing relating to the proposed Economic Impact Plan after publishing notice of such hearing in a newspaper of general circulation in the County at least two (2) weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board may submit the Economic Impact Plan to the County and City for its approval.
- b. The governing body of the County and City must approve the Economic Impact Plan. The Economic Impact Plan may be approved by resolution of the governing body, whether or not the local charter provisions of the governing body provide otherwise.
- c. Once the Economic Impact Plan has been approved by the governing bodies, the clerk or other recording official of the County and City shall transmit the following to the appropriate tax assessors and taxing agency affected: (a) a copy of the description of the property within the Plan Area, and (b) a copy of the resolution approving the Economic Impact Plan.

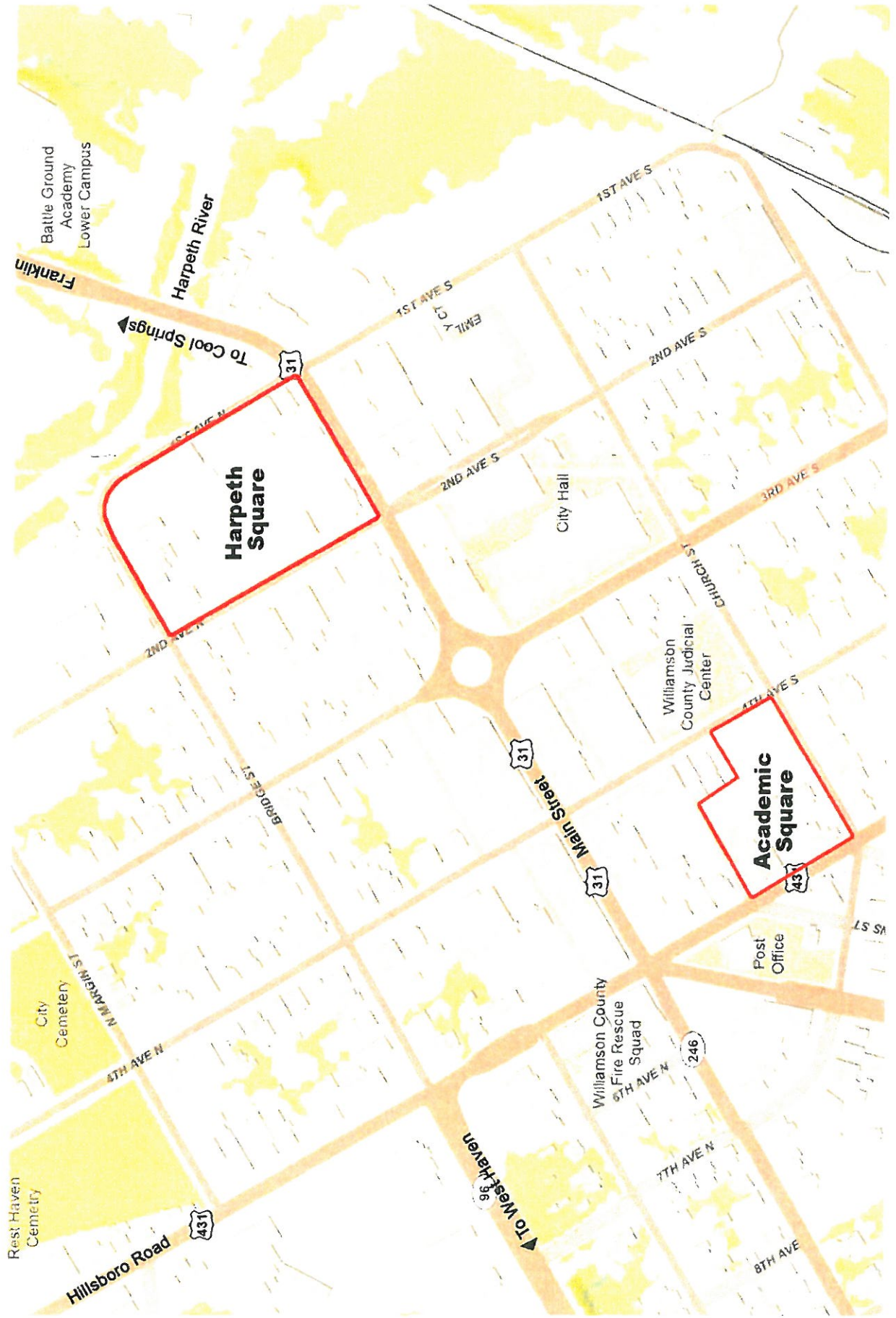
Exhibit A Parcels Proposed for Project Area

Parcel ID	Street Number	Property Address	OWNER	improvement value	land market value	total market value	City PT REVENUE	County PT REVENUE	FSSD PT REVENUE	Total Property Tax
078C-D-02300	107	First Avenue N	Shuff Family Partnership	\$247,600	\$320,000	\$567,600	\$923	\$4,541	\$2,219	\$7,683
078C-D-02301	109	First Avenue N	Harpeth Associates LLC	\$55,500	\$310,000	\$365,500	\$594	\$2,924	\$1,429	\$4,947
078C-D-02200	133	First Avenue N	Henry Well Drilling	\$41,500	\$250,000	\$291,500	\$474	\$2,332	\$1,140	\$3,946
078C-D-02400	104	E Main St	Republican HQ	\$168,200	\$150,000	\$318,200	\$517	\$2,546	\$1,244	\$4,307
078C-D-02600	114	Main St	Tomlin Family Properties	\$334,100	\$255,000	\$589,100	\$958	\$4,713	\$2,303	\$7,974
078C-D-01300	198	Main St	Bob Parks	\$1,092,600	\$1,440,000	\$2,532,600	\$4,118	\$20,261	\$9,902	\$34,281
078C-D-01400	112	Second Avenue N	Harpeth Associates LLC	\$287,300	\$169,000	\$456,300	\$742	\$3,650	\$1,784	\$6,176
078C-D-01500	122	Second Avenue N	Jaymar Development LLC	\$0	\$1,000,000	\$1,000,000	\$1,626	\$8,000	\$3,910	\$13,536
078C-D-01600	134	Second Avenue N	Danmark Company	\$280,000	\$639,000	\$919,000	\$1,494	\$7,352	\$3,593	\$12,440
078C-D-01700	142	Second Avenue N	Pat Hayes	\$237,500	\$154,000	\$391,500	\$637	\$3,132	\$1,531	\$5,299
078C-D-01800	144	Second Avenue N	Entrust Tennessee Inc	\$172,800	\$125,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
078C-D-02000	111	Bridge Street	Sharon R Haynes	\$136,800	\$161,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
Current state (as of 2015)				\$0	\$0	\$0	\$0	\$0	\$0	\$0
				\$3,053,900	\$4,973,000	\$8,026,900	\$13,052	\$64,215	\$31,385	\$108,652
Taxes at full build out						\$80,000,000	\$130,080	\$640,000	\$335,200	\$1,105,280
Less garage						\$9,000,000				
Net Taxes at full build out						\$71,000,000	\$115,446	\$568,000	\$277,468	\$960,914
Tax % non-exempt							42%	42%	0%	
Available for Tax Increment Financing							\$48,487	\$238,560	\$0	\$287,047

Exhibit A Parcels Proposed for Project Area

Parcel ID	Street Number	Property Address	OWNER	Improvement value	land market value	total market value	City PT REVENUE	County PT REVENUE	FSSD PT REVENUE	Total Property Tax
078C-D-02300	107	First Avenue N	Shuff Family Partnership	\$247,600	\$320,000	\$567,600	\$923	\$4,541	\$2,219	\$7,683
078C-D-02301	109	First Avenue N	Harpeth Associates LLC	\$55,500	\$310,000	\$365,500	\$594	\$2,924	\$1,429	\$4,947
078C-D-02200	133	First Avenue N	Henry Well Drilling	\$41,500	\$250,000	\$291,500	\$474	\$2,332	\$1,140	\$3,946
078C-D-02400	104	E Main St	Republican HQ	\$168,200	\$150,000	\$318,200	\$517	\$2,546	\$1,244	\$4,307
078C-D-02600	114	Main St	Tomlin Family Properties	\$334,100	\$255,000	\$589,100	\$958	\$4,713	\$2,303	\$7,974
078C-D-01300	198	Main St	Bob Parks	\$1,092,600	\$1,440,000	\$2,532,600	\$4,118	\$20,261	\$9,902	\$34,281
078C-D-01400	112	Second Avenue N	Harpeth Associates LLC	\$287,300	\$169,000	\$456,300	\$742	\$3,650	\$1,784	\$6,176
078C-D-01500	122	Second Avenue N	Jaymar Development LLC	\$0	\$1,000,000	\$1,000,000	\$1,626	\$8,000	\$3,910	\$13,536
078C-D-01600	134	Second Avenue N	Danmark Company	\$280,000	\$639,000	\$919,000	\$1,494	\$7,352	\$3,593	\$12,440
078C-D-01700	142	Second Avenue N	Pat Hayes	\$237,500	\$154,000	\$391,500	\$637	\$3,132	\$1,531	\$5,299
078C-D-01800	144	Second Avenue N	Entrust Tennessee Inc	\$172,800	\$125,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
078C-D-02000	111	Bridge Street	Sharon R Haynes	\$136,800	\$161,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
Current state (as of 2015)				\$0	\$0	\$0	\$0	\$0	\$0	\$0
				\$3,053,900	\$4,973,000	\$8,026,900	\$13,052	\$64,215	\$31,385	\$108,652
Taxes at full build out						\$80,000,000	\$130,080	\$640,000	\$335,200	\$1,105,280
Less garage						\$0				
Net Taxes at full build out						\$80,000,000	\$130,080	\$640,000	\$312,640	\$1,082,720
Tax % non-exempt							42%	42%	0%	
Available for Tax Increment Financing							\$54,634	\$268,800	\$0	\$323,434

HISTORIC DOWNTOWN FRANKLIN



Harpeth Square Property Map

1st Ave

Bridge Street

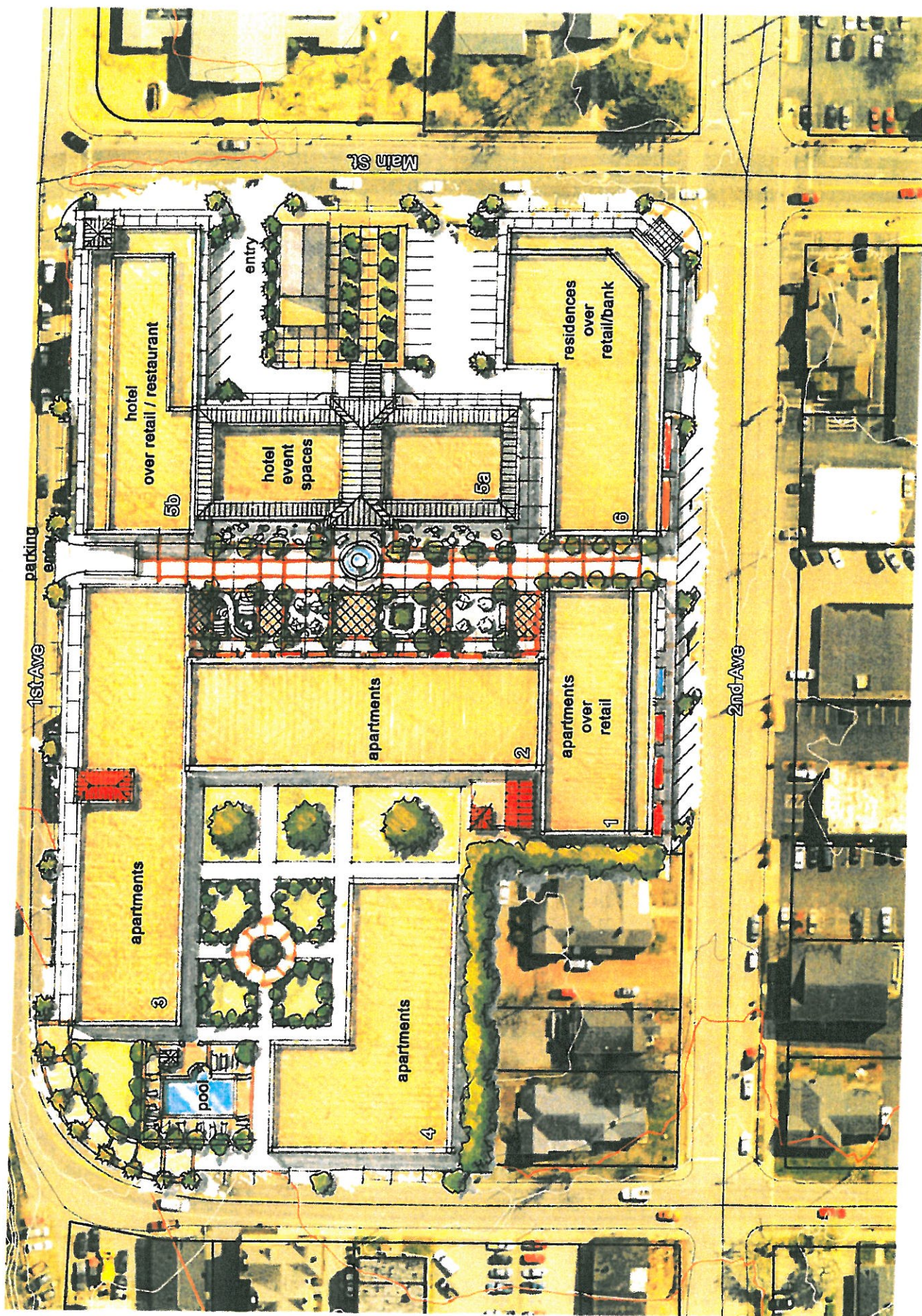
Main Street

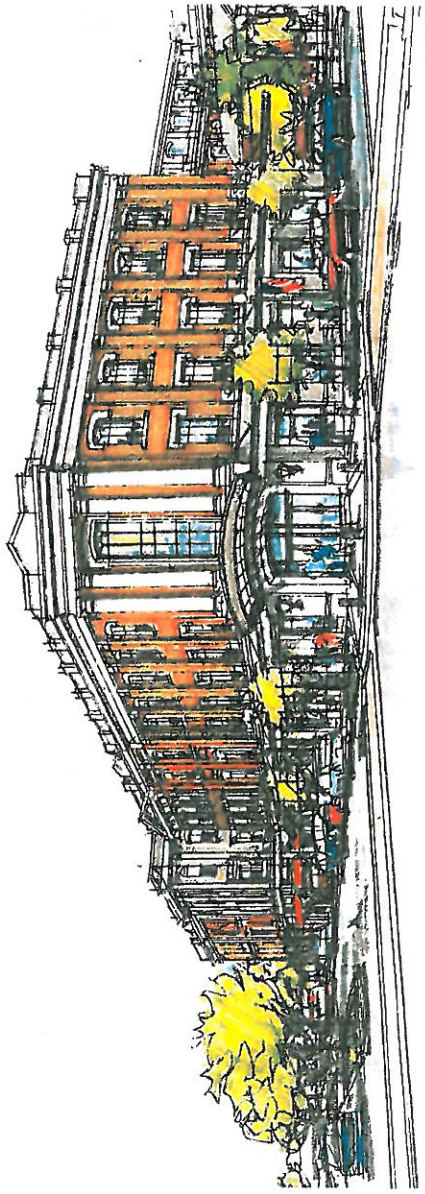
2nd Ave

May 8

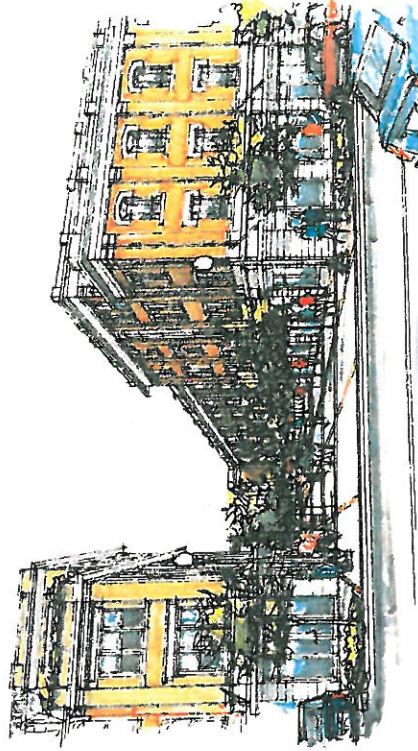


HARPETH SQUARE





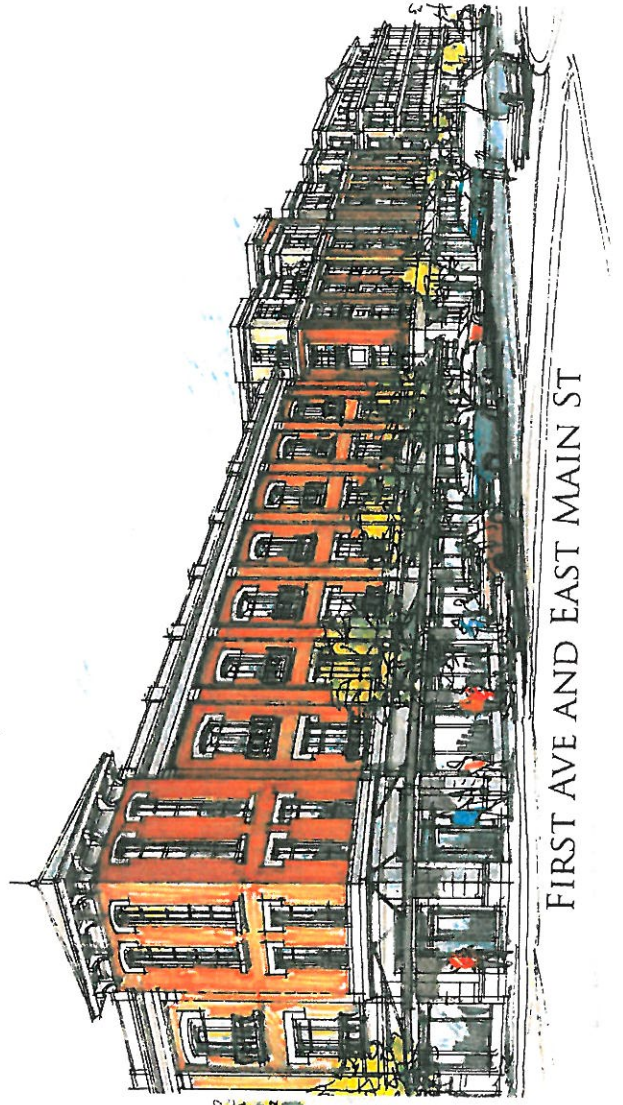
SECOND AVE AND EAST MAIN ST



PLAZA ENTRANCE



SECOND AVE



FIRST AVE AND EAST MAIN ST

THE TENNESSEAN

April 24, 2013

Big plans for hotel, retail, more could reshape downtown Franklin

Project depends on city's commitment to build river walk, parking structure

By Kevin Walters
| The Tennessean

Nearly an entire city block of downtown Franklin near the Harpeth River could get a more than \$80 million boost next spring if developers can build a mixed-use development anchored by a boutique hotel, and the city can raise money to construct a miles-long river walk and add hundreds of parking spaces.

The property has been staked since 2001 in a vacant two-acre Second Avenue lot. Developers at Harpeth Associates LLC stepped up their buying pace last year along First and Second avenues between Main and Bridge streets while raising questions and speculation among neighboring landowners.

The site is just a block from Franklin's picturesque town square, but at present is anything but picturesque.

"The missing link in downtown Franklin was between the (Public) Square and the river," said Joel Tomlin, owner of Landmark Booksellers, who sold part of his land to the group. "If you look over this block right now, you've got a mish-mash of older buildings. ... In my opinion it will be a huge improvement."

So far, the group owns five parcels, including the Cadence Bank building and Henry Drilling Co., or about 90 percent of the block totaling about 4.5 acres or 193,000 square feet.

Next, Harpeth Associates LLC principals Rod Heller and Jay Franks will meet with city leaders to gauge support for what would be the largest private investment seen in downtown Franklin in decades.

While their plans are drawing early support from merchants and city officials, they come at a daunting time for Franklin leaders, who face numerous expensive spending choices about upgrading city infrastructure in the next year.

In an exclusive interview with The Tennessean, Heller and Franks said their plan will ensure continued interest in Franklin's historic downtown as growth ramps up in the city's commercial areas along Interstate 65, north in Cool Springs and further south in Berry Farms.

"Franklin, to us, is a totally unique place," said Heller, who was instrumental in supporting the city's Civil War park near Carnton Plantation. "My fear is that Franklin, if it's not careful, is going to be swallowed up by Cool Springs and Berry Farms. It needs to retain its separate identity and vitality as an entity. I think having this hotel and residential component will help do it."

City has been biggest investor

For years, improvements in Franklin's 15-block downtown area have won national attention and accolades, though new, wide-scale private investment in the area has not been as prevalent as public investment.

For example, the city has spent about \$8 million on recent streetscape improvements and is spending millions more widening and beautifying Hillsboro Road and extending Third Avenue.

Harpeth Associates' plan would potentially overhaul an entire block that today has a vacant lot as its most striking characteristic.

Developers say they can attract a boutique hotel developer to their site, build 225 new condominiums and apartments and pair them with a 40,000- to 50,000-square-foot retail space and a new restaurant. The entire development, which would start next spring, would fit downtown's historic style.

A longtime Franklin builder and developer, Franks, who acquired the first two acres in 2001, said the project would be a decades-long investment for Harpeth Associates.

"Most of the developers are looking for three or four years and making a return, and getting out of it and moving to the next," Franks said. "(Heller's) insistence from day one has been, 'What do you want Franklin to be 20 to 25 years out?'"

Mary Pearce, executive director of the Heritage Foundation of Franklin and Williamson County, sees the Second Avenue development as having an impact on downtown that's similar to the first "streetscape" project that revitalized Main Street.

"It has all the elements of that kind of a project coming together and that has a tremendous impact," Pearce said.

City must participate

But Heller and Franks say they will hold off making any further investment until they get a financial commitment from Franklin.

They want Franklin to build a river walk along a roughly five-mile portion of the Harpeth River, starting near Carnton Plantation and following the river through downtown Franklin near Second Avenue and going on to Bicentennial Park. Additionally, they want the city to commit to adding 500 public parking spaces.

There are no cost estimates for those projects, but a 336-space, city-owned garage on Fourth Avenue cost \$4 million when it opened in 2004.

Though city officials like Mayor Ken Moore and Alderman Margaret Martin expressed their early interest, they tempered their enthusiasm because of the unknowns about what a river walk and new parking structure might cost.

Calling the Harpeth River "an underutilized asset," Moore said a river walk would bring people more in contact with a local natural resource, though he wants more details about its cost.

"I'm willing to explore increasing the parking in downtown Franklin, and I certainly have an interest in a river walk," Moore said.

Before Franklin spends any money, the city must complete a cost analysis to determine what it would gain in new jobs as well as property and sales taxes for investing so heavily, said Tom Frye, CBRE commercial real-estate managing director.

"What kind of tax revenues are they going to get from this? What's this thing going to cost us over time?" Frye said.

City Administrator Eric Stuckey raised the idea of creating a tax-increment financing deal, if possible, that would set aside a portion of future taxes from the new development to help pay for a new parking structure.

But Stuckey said he was still gathering details about the project and how a deal might be structured.

"Whenever you have serious developers looking at an investment of that magnitude, that's something that captures your interest and you want to work through the process," Stuckey said.

Harpeth Associates probably will make a presentation about the Second Avenue development in May or June.

Additional Facts

About the project

Harpeth Associates LLC proposal includes:

- 100-room boutique hotel that "will reflect the unique, historic nature" of Franklin
 - More than 225 residential units mixing condominiums and apartments
 - More than 40,000 square feet of retail
 - Project costs (yet to be finalized) between \$80 million and \$90 million
-