



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, February 24, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0201](#) Consideration of Event Permit for Snowball Express 5K on May 23, 2015 in Downtown Franklin (02/24/15 WS)

Sponsors: Deb Faulkner
Attachments: [Snowball Express REVISED 2015.pdf](#)
2. [15-0203](#) Consideration of Event Permit for the Rodeo Parade sponsored by the Franklin Noon Rotary Club on May 9, 2015 in Downtown Franklin (02/24/15 WS).

Sponsors: Deb Faulkner
Attachments: [Rodeo Parade REVISED App 2015.pdf](#)
3. [15-0202](#) Consideration of Event Permit for the Heritage Ball Sponsored by the Heritage Foundation on September 19, 2015 (02/24/15 WS)

Sponsors: Lisa Clayton
Attachments: [Heritage Ball 2015 APP.pdf](#)
4. [15-0204](#) Consideration of Event Permit for Walk Across Williamson Celebration event sponsored by the Williamson County Health Department on April 11, 2015 in Pinkerton Park (02/24/15 WS)

Sponsors: Lisa Clayton
Attachments: [Walk Across Williamson.pdf](#)
5. [15-0190](#) *Consideration of Resolution 2015-09, A Resolution Acknowledging the Letter of Agreement Between the Tennessee Main Street Program and the Downtown Franklin Association.

Sponsors: Eric Stuckey
Attachments: [Res 2015-09.pdf](#)

6. [15-0200](#) Consideration of Resolution 2015-16, A Resolution to Amend the City of Franklin Employees' Pension Plan (02/24/15 WS)
- Sponsors:** Russ Truell, Eric Stuckey and Shirley Harmon
- Attachments:** [2015-16 Resolution adopting First Amendment to Pension Plan](#)
[First Amendment to Pension Plan 2015](#)
7. [15-0194](#) Consideration Of Bid Award To Midstate Welding Of Franklin, TN In The Total Amount Of \$28,090 To Remove And Replace Existing Hand Railing And To Install New Pipe Bollards At The City's Solid Waste Transfer Station, For The Sanitation And Environmental Services Department (Purchasing Office Procurement Solicitation No. 2015-023; \$35,000 Budgeted In 124-82654-46130 For Fiscal Year 2015; Contract No. 2015-0049) (02/24/15 WS)
- Sponsors:** Becky Caldwell and Brad Wilson
- Attachments:** [2015-023 Bid Tab](#)
[2015-0049 Procurement Agreement, signed for vendor, with attachments](#)
8. [15-0195](#) Consideration Of Contract Award To Hach Company Of Loveland, Colorado In The Total Estimated Amount Of \$341,890.00 Over Three (3) Years For Supply, Delivery, Installation, Operation And Maintenance Of The Specified Estimated Quantities Of Sanitary Sewer Flow Meters And Rain Gauges For An Initial Term Of Award Of Three (3) Years With Two (2) One-Year Options To Extend At \$7,435 Per Month Also For The Specified Estimated Quantities, For The Water Management Department (Purchasing Office Procurement Solicitation No. 2015-013; \$98,000 Budgeted In 431-82560-52219 For Fiscal Year 2015; Contract No. 2015-0035) (02/24/15 WS)
- Sponsors:** Mark Hilty
- Attachments:** [Attachment A - flow monitor locations](#)
[2015-013 Tabulation of Proposals](#)
[2015-0035 Procurement Agreement, signed for Hach Co., with attachments](#)
9. [15-0196](#) Consideration of Contract 2013-0087 Awarding CDBG funds to Community Housing Partnership for the Emergency Repair Program (02/24/15 WS)
- Sponsors:** Chris Bridgewater
- Attachments:** [CONTRACT 2013-0187 CDBG Award to CHP for PY2013 Emergency Repair](#)

10. [15-0225](#) Consideration of Ordinance 2015-03, An Ordinance Amending The City Of Franklin Municipal Code Title 21, Chapter 7, Sections 21-702 and 21-703 titled Inclusionary Housing for Previously Approved Planned Unit Developments (PUD) (03/10/15 BOMA 7-1). SECOND AND FINAL READING
- Sponsors:** Eric Stuckey and Vernon Gerth
- Attachments:** [2015-03 Inclusionary Housing Ord. Amendment 00022822.docx](#)
11. [15-0216](#) Proposal of Amending the Tree Bank Ordinance
- Sponsors:** Lisa Clayton
- Attachments:** [01-26-2015 Tree Commision Minutes.docx](#)
[Tree Commission By-Laws .pdf](#)
12. [15-0229](#) Consideration Of A Three-Party Parkland Dedication Agreement Between The City Of Franklin, Harpeth Associates, LLC, And Friends Of Franklin Park For The Purpose Of Meeting The Parkland Dedication Obligation For The Proposed Harpeth Square Development. (02/24/15 WS)
- Sponsors:** Eric Stuckey, Vernon Gerth and Lisa Clayton
- Attachments:** [Harpeth Sq. Parkland Ded. Agreement 2-15](#)
13. [15-0230](#) Consideration Of Two Requests By Harpeth Associates, LLC Developer Of The Proposed Harpeth Square Development In Historic Downtown Franklin For Additional Financial Assistance With Required Improvements Within The Public Right-Of-Way Specifically, Improvements To Traffic Control Devices And Streetscape. (02/24/15 WS)
- Sponsors:** Eric Stuckey, Vernon Gerth and Paul Holzen
- Attachments:** [Harpeth Sq. Road Impact and Streetscape Request 2-15](#)
[Harpeth Square - Road Impact Offset Agreement - Draft](#)
14. [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](#)

Other Business

Adjournment

Anyone requestiong accommodations due ti disabilities should contact ADA coordinator at 550-5721.



CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

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

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

_____ Aspen Grove Park

_____ Liberty Park

_____ Eastern Flank Battlefield Park

_____ Fieldstone Farms

_____ Pinkerton Park

_____ Jim Warren Park

_____ Harlinsdale Farm

Other: _____

2) Name/purpose of event: SBE 5K (Snowball Express)

3) Date or dates of event: May 23, 2015

4) Time of Event: 7:30 am

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: May 23 6am? **Tear-down Date/Time:** May 23 9:30 am?

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

6) Name of Applicant and Organization Requesting Permit:

Snowball Express / LSE Charities

a) Address: 6505 W Park Blvd Ste 306 PMB 256
Plano TX 75093

b) Phone: 214-334-1710 **c) Cell:** _____ **d) Fax:** _____

e) E-mail address: B. Kern @ snowballexpress.org

7) Person in charge on day of event: Leslie Ponder

Cell: 931-220-7440 **E-mail address:** Treles0903@aol.com



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

Name: Tom Miller Cell: 615 456 3805 E-mail address: TomMillerFranklin@gmail.com

Name: Samantha Ponder Cell: 931 436 5568 E-mail address: Thrsamponder@gmail.com

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

5K foot race benefiting Snowball Express, an organization that supports the children of 9/11 Fallen Military Members

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

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

500

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

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

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

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

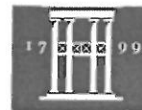
16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. yes - \$30 participation / \$35 late fee

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

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

100% after expenses

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



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TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements, National Anthem, start of race, awards after race.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Music before race - broadcast & recorded music
- 23) During what time period is sound amplification requested? 7am - 9:30 am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). No band - rest tbd
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Race Committee - in charge
Leslie Pander 931-2207440
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: 

(Signature and title – must be officer of organization)

Date: January 4, 2015

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

FEB-29-2007 04:37

TEGE 7825

5132634513 P.1

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 9 2007

M. SCOTT KERR FOUNDATION INC
C/O SNOWBALL EXPRESS
28241 CROWN VALLEY PKY STE 401
LAGUNA NIGUEL, CA 92677

Employer Identification Number:
20-5627830

DIN:

17053005036027

Contact Person:

CARLY D YOUNG

ID# 31494

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170 (b) (1) (A) (vi)

Form 990 Required:

Yes

Effective Date of Exemption:

September 25, 2006

Contribution Deductibility:

Yes

Advance Ruling Ending Date:

December 31, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c) (3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c) (3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your Advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information For Exempt Organizations Under Section 501(c) (3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Internal Revenue Service
P.O. Box 2503
Cincinnati, OH 45201

Department of the Treasury

Date: APR 09 2005

SNOWBALL EXPRESS
2978 HARBOR BLVD STE 401
COSTA MESA CA 92626

Person to Contact:
Barb Herald
ID #81-02637
Toll Free Telephone Number:
877-628-5500
Employer Identification Number:
20-5627620
Advance Ruling Period Ends:
December 31, 2010

Dear Sir or Madam:

This is in response to your letter of August 25, 2007, regarding your tax exempt status. We have updated our records to reflect the name change as indicated above.

Our records indicate that a determination letter was issued in February 2007 that recognized you as exempt from Federal income tax, and reflect that you are currently exempt under section 501(c)(3) of the Internal Revenue Code. Our records also indicate that you are classified as a public charity under section(s) 509(a)(1) and 170(b)(1)(A)(vi) of the Code until the advance ruling period ending date shown above.

Within 90 days from the end of the advance ruling period, you must submit Form 8734, *Support Schedule for Advance Ruling Period*, in order for us to determine whether you meet the applicable public charity support tests.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Grantors and contributors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you submit the required information within 90 days, grantors and contributors may continue to rely on the advance determination until the Service makes a final determination of your public charity status.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Cindy Wescott
Manager, Exempt Organizations
Determinations

Event Permit Application for SBE5K (Snowball Express 5K)

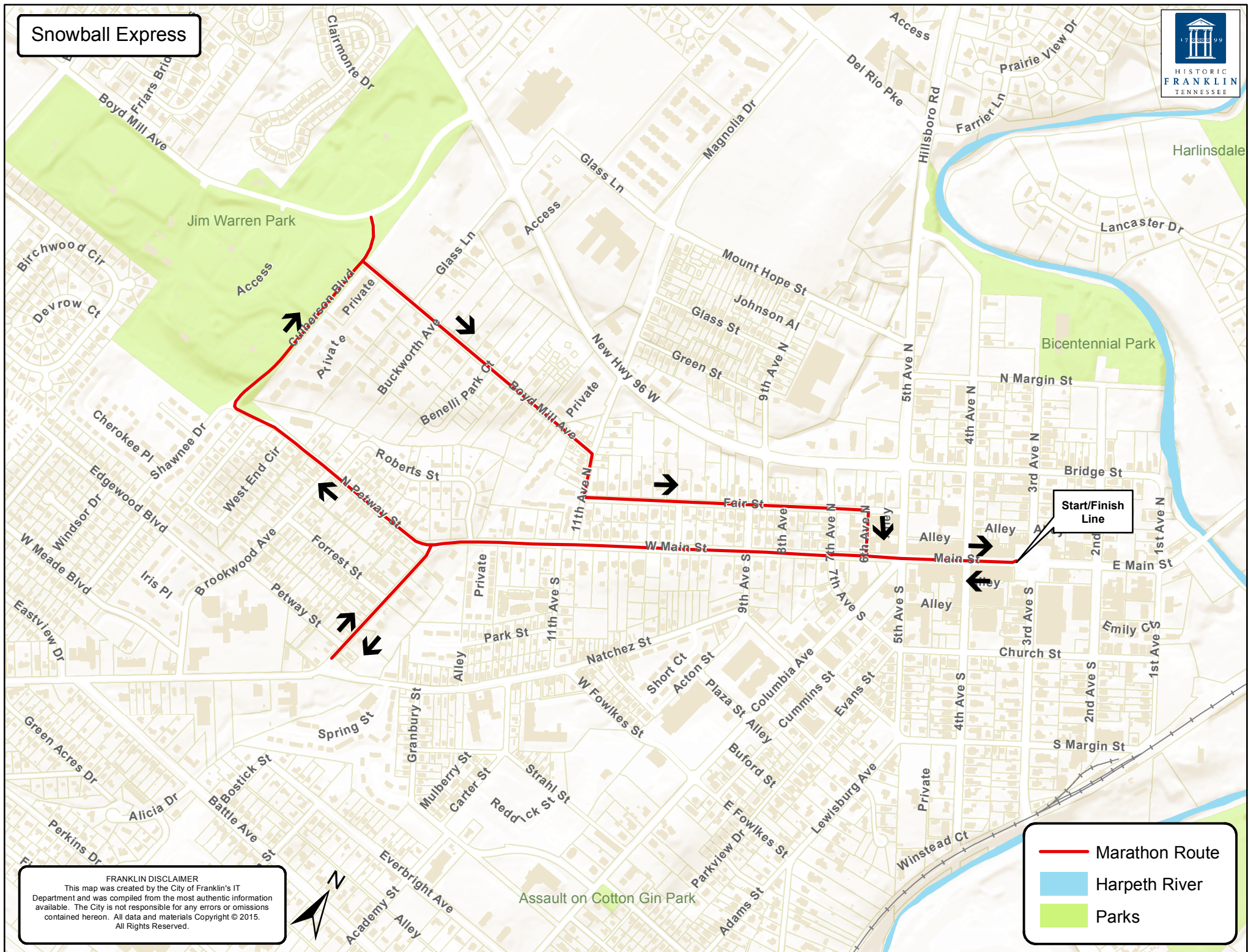
12. SBE5K Committee

- Leslie Ponder 544 Brixham Park Dr Franklin, TN 37069 931-220-7440
- Samantha Ponder 544 Brixham Park Dr Franklin, TN 37069 931-436-5568
- Tom Miller 1328 Carnton Lane Franklin, Tn 37064 615-456-3805
- Jon Miller 615-491-5160
- Shana Smith 714-679-9007
- Bob Hyde

26. Vendors at the event

Unsure at this time. Will have snack, water, registration tents/tables. Nashville Striders (our race management company) will have a tent. Snowball Express may have a tent, and possibly another organization that helps the children of Military Fallen. Unsure if others.

Snowball Express



OFFICE USE ONLY:

Permit No: _____



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CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☒ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

* Jim Warren Park

____ Harlinsdale Farm

Other: * SEE ATTACHED

2) Name/purpose of event: FRANKLIN NOON ROTARY CLUB RODEO PARADE

3) Date or dates of event: MAY 9TH 2015

4) Time of Event: 11:45am - 1:30pm

5) Time of Street Closure (if applicable): 11:45 - 1:30pm

Set-Up Date/Time: 5-9-15 11:45 **Tear-down Date/Time:** 5-9-15 1:30pm

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

6) Name of Applicant and Organization Requesting Permit:

Franklin Noon Rotary Club

a) Address: 101 Legends Club Lane Franklin, TN.

b) Phone: 615-794-0099 **c) Cell:** 615-405-1392 **d) Fax:** _____

e) E-mail address: andrewsv@realtracs.com

7) Person in charge on day of event: Victor F. Andrews

Cell: 615-405-1392 **E-mail address:** andrewsv@realtracs.com



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TENNESSEE

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

Name: Mark Schweer Cell: 445-0613 E-mail address: schweertfour@bell/south.net

Name: Bill Foley Cell: 477-6954 E-mail address: billfoley@comcast.net

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

Franklin Noon Rotary Club has produced the Rodeo Parade for more than 20 years. It is a community service event with all volunteers ~~and~~ It is not a fund raiser for the club. We invite participants from commercial, see attached

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

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

Several hundred participants & several thousand spectators.

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

- 13) Is your organization based in Williamson County? Circle Yes or No

(if no, please state where: _____)

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

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

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

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

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

We are seeking a corporate sponsor again this year

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

9) (cont'd) Non-profit and for profit businesses to decorate vehicles, wagons and trailers to the theme of the year's parade. We invite all local middle schools & high school bands, local elected officials, vip's and a grand marshall to join us for this annual event at noon on the second Saturday in May which is a preparatory event for our club's annual fundraiser at The Williamson Co. Ag Park - The Franklin Rodeo, a 60+ year tradition.

We will have a set of rules and regs on our website and participants will read and apply for parade entries.



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
We would like to have an "MC" again this year to announce parade entries on the square
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
1 microphone & table
- 23) During what time period is sound amplification requested? Noon - 1pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). N/A

- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. NONE
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____

- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
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- ✓33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

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

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



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: [Signature] Parade Chairman Date: 1/2/15
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

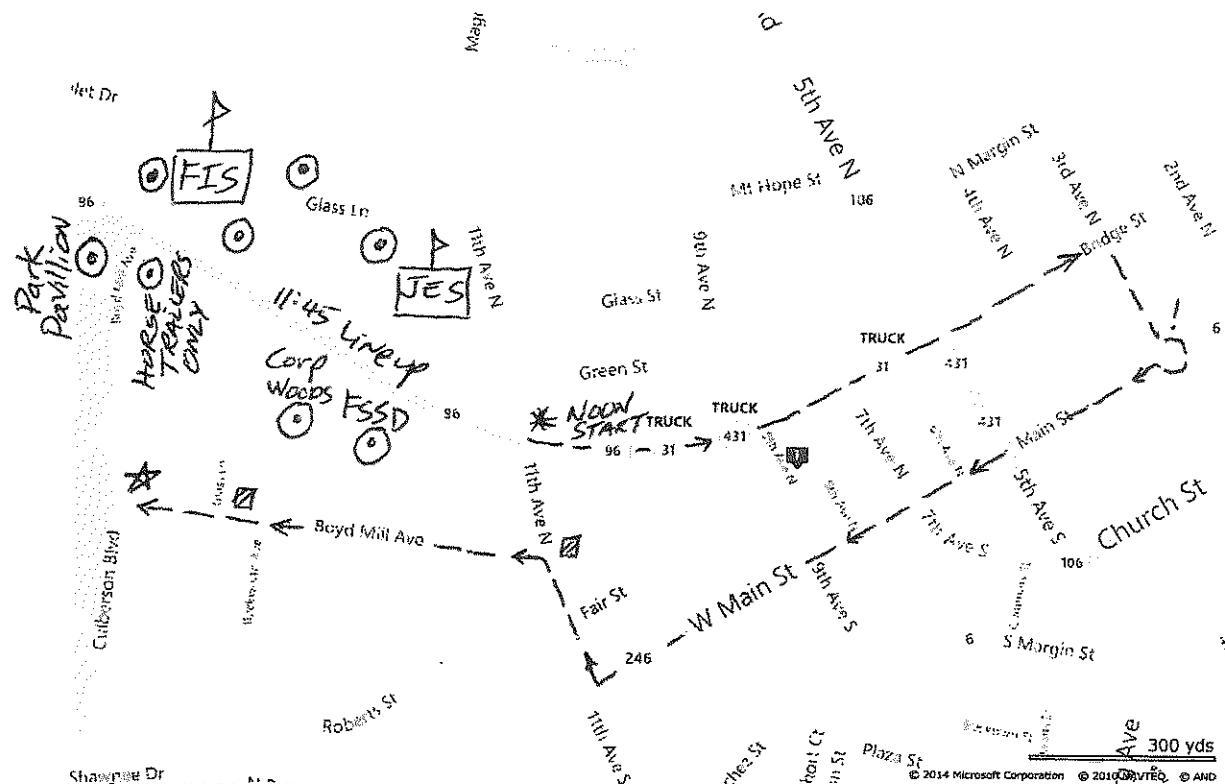
If you have questions concerning your request, please call 615-550-6606.

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

#1 STREET CLOSURES

- Highway 96 W from Jim Warren Park to FIFTH AVENUE NORTH
- BRIDGE STREET from 5th to 3rd
- THIRD AVE. NO. from Bridge to Square
- MAIN STREET from Public Square to FIVE POINTS @ FIFTH AVE
- WEST MAIN ST from FIFTH TO 11th
- 11th Ave NO from West Main to Boyd Mill Ave
- BOYD MILL AVE from 11th to Boyd Mill PK

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Franklin Noon Rotary Club Officers

President - A. Scott Hubbard
707 Dorris Court
Franklin, Tn. 37069
email - "scott@mhsLawfirm.com"

Vice Pres - James Parker
231 Heathstone Ct.
Franklin, Tn. 37069
james.parker@mssb.com
cell 415-7777

Treasurer - Zane Martin
143 Stream Valley Blvd
Franklin, Tn. 37064
cell - 852 - 0759

Parade - chair Victor Andrews
2145 Hartland Rd
Franklin, Tn. 37069
cell 405 -1392
andrewsv@realtracs.com

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 14 2013**

FRANKLIN NOON ROTARY CHARITABLE
FOUNDATION INC
130 4TH AVE S
FRANKLIN, TN 37064-4626

Employer Identification Number:
46-2064920
DLN:
17053052381023
Contact Person:
EDWARD J POMERANTZ ID# 31326
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
February 13, 2013
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

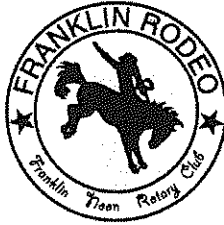
FRANKLIN NOON ROTARY CHARITABLE

Sincerely,

A handwritten signature in dark ink, reading "Holly O Paz". The signature is written in a cursive, slightly slanted style.

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



Franklin Rotary Rodeo

City of Franklin
109 Third Avenue South
Franklin, TN. 37064

January 8, 2015

Dear Historic Downtown Franklin Merchants,

As you may be aware, the Franklin Noon Rotary Club will be in its 66th year of its Franklin Rodeo and the Rodeo Parade. You are encouraged to visit our website for more details at www.franklinrodeo.com or you can contact me by email or cell phone below. This year's parade will be on May 9, 2015 and we'd love to have your participation in our Window Decorating Contest the week before. Judging for the window contest will be held on Tuesday, May 12th. Additionally, if you are interested in parade entry participation, we'd love to have you. You can get more information on our website above.

The May 9th, 2015, Franklin Noon Rotary Club's Rodeo Parade members will strive to minimally disrupt your businesses. The parade is expected to last less than an hour. It will begin at High Noon with road closures starting at 11:45am. The streets should re-open shortly after the parade's end, and the Franklin Street Department will immediately work on street clean up as they always have.

Our club thanks you for your past and future support in our efforts at keeping this long running tradition alive. We look forward to seeing you all at the rodeo.

Sincerely,

Patty Bearden

Community Relations & Marketing Director

Cell: 615-973-2481

Email: jkbearden@comcast.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/16/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES,LLC-K CHICAGO 525 W. Monroe, Suite 600 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C No. Ext): 1-800-921-3172 FAX (A/C No.): 1-312-681-6769 E-MAIL ADDRESS: Rotary@lockton.com INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED All Active US Rotary Clubs & Districts Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	NAIC # 10030

COVERAGES ROTIN01

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PMI G23861355 006	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PMI G23861355 006	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A		NOT APPLICABLE			PER STATUTE E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written and signed contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER

CANCELLATION

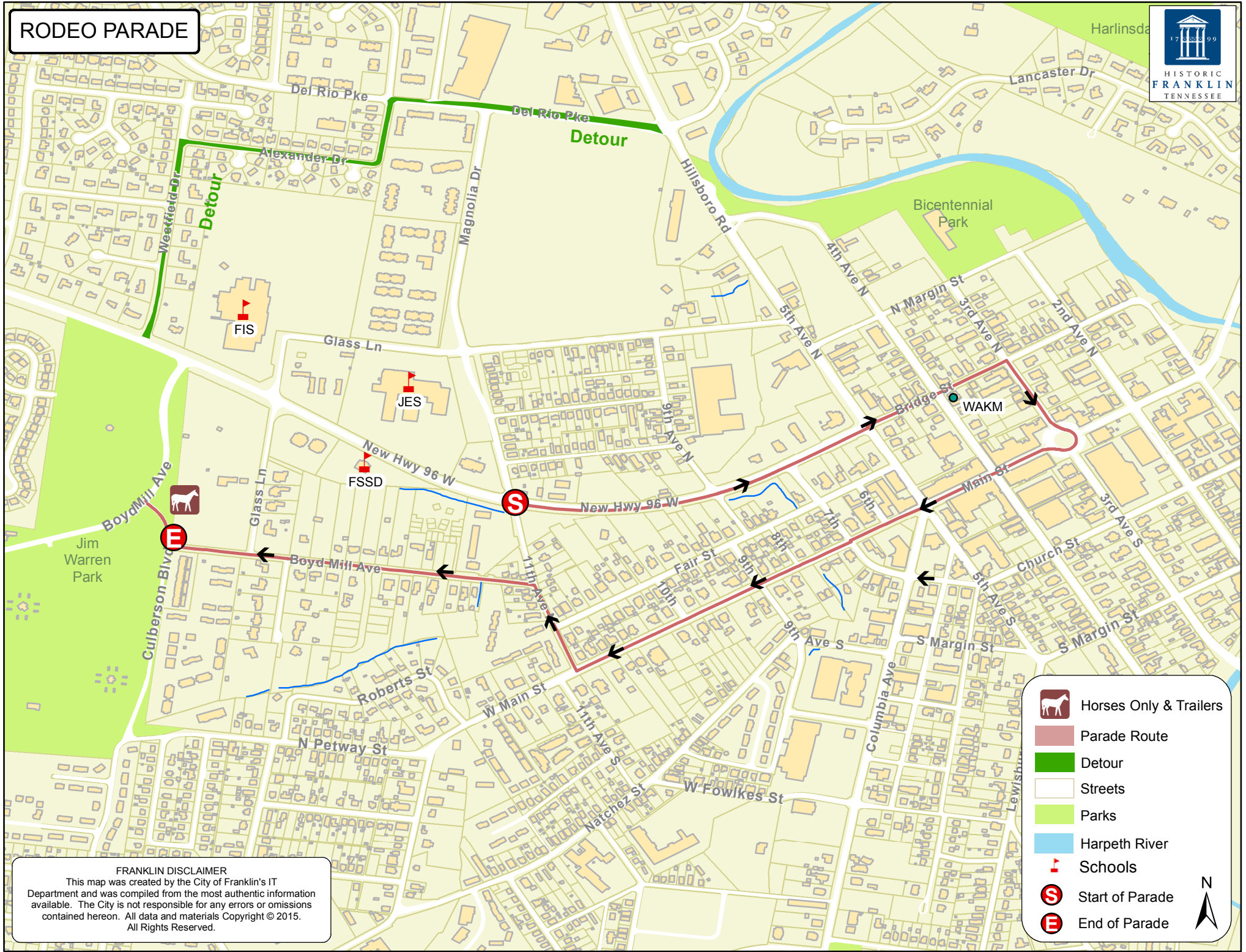
City of Franklin
Public Square
Franklin, TN. 37064CLUB: Franklin Noon Rotary Club District 6760
EVENT: Franklin Rodeo Parade May 9, 2015
CONTACT: Victor F. Andrews, Parade Chairman 615/794/0099

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

RODEO PARADE



FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2015. All Rights Reserved.

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.

Please read application carefully and fully complete each section.

A non-refundable application fee of \$100 is due at time of filing.

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

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☒ beer served (*separate permit required*)

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

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

☐ Aspen Grove Park

☐ Liberty Park

☐ Eastern Flank Battlefield Park

☐ Fieldstone Farms

☐ Pinkerton Park

☒ **Bicentennial Park**

☐ Jim Warren Park

☐ Harlinsdale Farm

☐ Other and clubhouse

***Eastern Flank Battlefield Park as a contingency site**

2) Name/purpose of event: The Heritage Ball

3) Date or dates of event: Saturday, September 19, 2015

4) Time of Event: 6PM- 12AM

5) Time of Street Closure (*if applicable*): NA

Set-Up Date/Time: Monday, Sept. 14, 2015

Tear-down Date/Time: Monday, Sept. 21, 2015

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

6) Name of Applicant and Organization Requesting Permit:

The Heritage Foundation of Franklin & Williamson County

a) Address: PO Box 723, Franklin, TN 37065

b) Phone: 615-591-8500 c) Cell: 615-300-7218

d) Fax: 615-591-8502

e) E-mail address: mpearce@historicfranklin.com

7) Person in charge on day of event: Mary Pearce

Cell: 615-300-7218

E-mail address: mpearce@historicfranklin.com



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FRANKLIN
TENNESSEE

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

Name: Kristy Williams Cell: 615-305-3610 E-mail: kwilliams@historicfranklin.com

Name: Mary Pearce Cell: 615-300-7218 E-mail: mpearce@historicfranklin.com

- 9) DETAILED description of event (use additional sheets): Black tie event to raise funds for the Heritage Foundation of Franklin & Williamson County.

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

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event: **600-650**

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

- 13) Is your organization based in Williamson County? Circle ☒ **Yes** or No (if no, please state *where*: N/A)

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

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

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. **\$350/\$400 per person**

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

- 18) Is this event a fundraiser? Circle ☒ **Yes** or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? **The Heritage Foundation of Franklin & Williamson County – 100% after expenses**

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle ☒ **Yes** or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements and live music entertainment.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Band
- 23) During what time period is sound amplification requested? **6PM – Midnight**
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). **7-12 musicians, we rent generators for lighting and wattage.**
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. _____ If yes, _____
Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. **NA**
- 27) Will food, beverages, or merchandise be sold or given away? Circle ☒ **Yes** or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28.
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

Revised January 2011



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TENNESSEE

- 29) ****NOTE:*** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

- 30) Will you require a temporary water tap? Circle ☒ **Yes** or No. If yes, please list exact locations:

Portable Restrooms with flushable toilets will require water.

Catering Company will need running water for preparation..

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle ☒ **Yes** or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*

- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle ☒ **Yes** or no.

Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

- 33) Attach Good Neighbor Letter and Mailing List used. Please read Additional Requirements section of this application for more information.

Good neighbor letter will be delivered by members to Bicentennial Park neighborhoods by HF volunteers. Updated list provided by City of Franklin closer to event.

Revised January 2011



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TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY:

(Signature and title -- must be officer of organization)

Date:

11/07/14

Executive Director

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

Revised January 2011

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

Application is Due 90 Days Prior to Scheduled Event.

Please read application carefully and fully complete each section.

A non-refundable application fee of \$100 is due at time of filing.

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

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (separate permit required)

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

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

☐ Aspen Grove Park

☐ Liberty Park

☐ Eastern Flank Battlefield Park

☐ Fieldstone Farms

☒ Pinkerton Park

☐ Jim Warren Park

☐ Harlinsdale Farm

Other: _____

2) Name/purpose of event: Walk across Williamson Celebration

3) Date or dates of event: Saturday, April 11, 2015

4) Time of Event: 10:00 am - Noon

5) Time of Street Closure (if applicable): _____

Set-Up Date/Time: 8:00 am **Tear-down Date/Time:** 12:00 pm

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

6) Name of Applicant and Organization Requesting Permit:

Williamson County Health Department

a) Address: 1334 W. Main St Franklin, TN 37064

b) Phone: 794-1542 **c) Cell:** (615) 934-9214 **d) Fax:** 790-5967

e) E-mail address: Catherine.Montgomery@tn.gov

7) Person in charge on day of event: Cathy Montgomery

Cell: (615) 934-9214 **E-mail address:** Catherine.Montgomery@tn.gov



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FRANKLIN
TENNESSEE

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

Name: Patty Norem Cell (615) 428-4469 E-mail address: patricia.norem@tn.gov

Name: Marissa Sparschu Cell (615) 542-5435 E-mail address: Marissa.Sparschu@tn.gov

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

Celebration event will include fitness demonstrations,
a 1-mile walk led by the Mayor and prize
giveaways.

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

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

750-1000

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

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

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

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

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Sound amplification will be used for announcements, demonstrations and entertainment.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Emcee will be Steve Hagship
- 23) During what time period is sound amplification requested? 10:00 - 12:00
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).

- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal. Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.



HISTORIC
FRANKLIN
TENNESSEE

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: [Signature] County Director Date: 1/7/15
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

RESOLUTION 2015-09

**A RESOLUTION ACKNOWLEDGING THE LETTER OF AGREEMENT BETWEEN
THE TENNESSEE MAIN STREET PROGRAM AND THE DOWNTOWN FRANKLIN
ASSOCIATION**

WHEREAS, the Tennessee Main Street Program is a program of the Tennessee Department of Economic and Community Development which provides assistance to communities in revitalizing their downtown and central business districts; and

WHEREAS, since its founding in 1984, the Downtown Franklin Association has spear-headed the revitalization of Franklin's historic downtown according to the four-point program of the National Main Street Center of the National Trust for Historic Preservation; and

WHEREAS, by Letter of Agreement, the Tennessee Main Street Program agrees to provide certain assistance to the Downtown Franklin Association in its endeavors; and

WHEREAS, the City has been requested by the Tennessee Main Street Program to acknowledge this Letter of Agreement.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF MAYOR AND
ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE THAT:**

The City of Franklin hereby acknowledges the Letter of Agreement between the Tennessee Main Street Program and the Downtown Franklin Association. Further, the City of Franklin understands that it is not a party to the Letter Agreement and therefore has no duties or responsibilities as a result of the Letter Agreement.

Approved this ____ day of _____, 20__.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Recorder/Administrator

BY: _____
DR. KEN MOORE
Mayor

Approved as to form:

Kristen L. Corn

RESOLUTION 2015-16

**A RESOLUTION OF THE BOARD OF MAYOR AND
ALDERMEN TO AMEND THE CITY OF FRANKLIN
EMPLOYEES' PENSION PLAN**

WHEREAS, the City of Franklin regularly applies for and receives regulatory approval from the Internal Revenue Service for its Employees' Pension Plan, and

WHEREAS, the Plan Document was submitted in January of 2014 for its regular review process, and

WHEREAS, the Internal Revenue Service notified the City of some minor deficiencies in the language of certain sections of the Plan document, and

WHEREAS, the City's legal counsel for pension matters has crafted certain changes to the Plan document which are included in the First Amendment to the Plan, and

WHEREAS, the Pension Committee has reviewed the Amendment and recommended adoption of same.

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

Section 1. That the First Amendment to the City of Franklin Employees' Pension Plan is hereby adopted.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this 10th day of March, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

FIRST AMENDMENT TO THE
CITY OF FRANKLIN EMPLOYEES' PENSION PLAN

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the Board of Mayor and Aldermen has approved the amendment of the Plan as set forth herein;

NOW, THEREFORE, the Plan is hereby amended in the following respects:

1. Section 2.4 is deleted hereby and the following substituted as Section 2.4:

Section 2.4 Optional Participation

Certain Employees who are classified at a level of Director and above in the City's job classification and who were employed on or after July 1, 1995 may opt out of participation in the Plan. The approval of this optional participation in the Plan is subject to the following conditions: (a) a written agreement exists between the Employee and the City, (b) the Employee must participate in another retirement plan stated in such agreement, and (c) the agreement must state the contribution or benefit he shall receive as a percentage of salary. An Employee's election pursuant to this Section 2.4 shall be irrevocable.

2. Section 3.1(c) shall be amended by the addition of the following subsection (c)(5):

(5) Notwithstanding the preceding provisions of Section 3.1(c), with respect to Participants first hired by the City prior to July 1, 2001, the designation of an the amount expressed as a percent of Compensation to be his or her mandatory contribution shall be an irrevocable election, and such designation cannot be altered by the Participant once designated.

3. Section 4.3(d) shall be amended by the addition of the following subsection (3) thereto:

(3) With respect to employee contributions hereunder, and for limitation years beginning after December 31, 2001, and except as otherwise permitted under this Plan and Code Section 414(v), the annual addition that may be contributed under the Plan for any limitation year shall not exceed the lesser of:

(i) \$40,000, as adjusted for increases in the cost-of-living under Code Section 415(d), with references to quarters and base periods independently of the defined benefit dollar limit, or

(ii) one hundred percent (100%) of the Participant's compensation (within the meaning of Section 415(c)(3) of the Code) for the limitation year.

Any adjustments shall be in \$1,000.00 increments. Any repayment of contributions and earnings which were previously refunded due to a forfeiture of service credit under IRC 415(k)(3) shall not be taken into account for purposes of IRC Section 415.

If the annual additions attributable to employee contributions as provided in this subsection (3) are exceeded for any Participant, the Plan may only correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2006-27 or any superseding guidance, including, but not limited to, the preamble of the final Section 415 regulations.

4. Section 4.7(a) of the Plan shall be deleted in its entirety and the following substituted therefor as section 4.7(a):

(a) In General. All distributions under this Section shall be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9), including Treasury Regulation §§1.401(a)(9)-1 through 1.401(a)(9)-9 and any other provisions reflecting the requirements of Code §401(a)(9) that are prescribed by the Commissioner, in revenue rulings, notices and other guidance published in the Internal Revenue Bulletin, all of which are hereby incorporated by reference; and the terms of the Plan reflecting the requirements of Code §401(a)(9) shall override any provisions of the Plan which are inconsistent with those requirements.

(1) A Participant's entire interest shall be distributed not later than April 1st of the calendar year following the later of (A) the calendar year in which the Participant attains age seventy and one-half (70½) or (B) the calendar year in which the Participant retires. Alternatively, distributions to a Participant must begin no later than the applicable April 1st as determined under the preceding sentence and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or the life expectancy of the Participant (or the life expectancies of the Participant and his/her designated Beneficiary) in accordance with Regulations.

(2) Distributions to a Participant and his/her Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code §401(a)(9)(G) and the Regulations thereunder.

(3) The restrictions imposed herein shall not apply if a Participant has, prior to January 1, 1984, made a written designation to have his/her death benefits paid in an alternative method acceptable under Code §401(a) as in effect prior to the enactment of the Tax Equity and Fiscal Responsibility Act of 1982. Any such written designation made by a Participant shall be binding upon the Plan Administrator notwithstanding the provisions of this Section.

5. Article VI, Section 6.1 shall be deleted in its entirety.

6. Section 8.1(a) shall be deleted in its entirety and the following substituted therefor as section 8.1(a):

(a) Pre-tax Employee Contributions. Employees hired before July 1, 1995 may elect to contribute from three percent (3%) to ten percent (10%) on a pre-tax basis to a cash balance account beginning with the first payroll period after September 1, 1995. Such election, once made, shall be irrevocable and may not be subsequently modified. Employees hired on or after July 1, 1995 and before December 1, 1996 must, per administrative procedures, contribute at least three percent (3%) on a pre-tax basis to a cash balance account; however, these Employees may make a permanent one-time election to contribute an additional amount of from one

percent (1%) to seven percent (7%) of salary. Such election, once made, shall be irrevocable and may not be subsequently modified. Employees hired on or after December 1, 1996, who have satisfied eligibility requirements of Section 2.1, must contribute at least three percent (3%) on a pre-tax basis to a cash balance account; however, these Employees may make a permanent one-time election to contribute an additional amount of from one percent (1%) to seven percent (7%) of salary. Such election, once made, shall be irrevocable and may not be subsequently modified. A Participant who was first hired by the City on or after February 15, 2010, shall make a mandatory contribution to the Plan in an amount equal to 5% of the Participant's Compensation. These contributions are considered to be "picked up" by the Employer under Code § 414(h)(2). Notwithstanding the foregoing, no Participants who were first hired by the City after June 30, 2001, but before February 15, 2010, shall be required to make any mandatory contributions to the Plan, and no Pre-tax Employee Contribution Cash Balance Account shall be maintained for any such Participant. For each Participant who has made a one-time permanent election to transfer the balance in the Participant's Pre-tax Employee Contribution Cash Balance Account as of June 30, 2002 to the City of Franklin Employees' Money Purchase Pension Plan, all future allocations of the mandatory contributions previously designated by the Employee pursuant to Section 3.1(c)(1)(i) shall be made to the electing Employee's Employee Contribution Account under the City of Franklin Employees' Money Purchase Pension Plan.

7. Section 8.2 of the Plan shall be deleted in its entirety and the following language substituted as Section 8.2:

8.2. Return of Contributions. The assets of this Plan shall be held for the exclusive purposes of providing benefits to the Participants of the Plan and their beneficiaries and defraying reasonable expenses of administering the Plan. Notwithstanding the foregoing, return of contributions to the Employer may be made in the following circumstances:

(1) if the contribution is made by reason of a good faith mistake of fact;

(2) if the contribution is conditioned on the initial qualification of the plan under the Internal Revenue Code, the application for determination is made timely, and the Plan received an adverse determination with respect to its initial qualification; or

(3) if the contribution is conditioned on its deductibility under Section 404 of the Code.

The return of the amount involved must be made within one year of the mistaken payment of the contribution, the date of denial of qualification, or disallowance of the deduction.

The maximum amount that may be returned in the case of a mistake of fact or the disallowance of a deduction is the excess of (1) the amount contributed, over, as relevant, (2) (A) the amount that would have been contributed had no mistake of fact occurred, or (B) the amount that would have been contributed had the contribution been limited to the amount that is deductible after any disallowance by the Service. Earnings attributable to the excess contribution may not be returned, but losses attributable thereto must reduce the amount so returned. Furthermore, if the withdrawal of the amount attributable to the mistaken or

nondeductible contribution would cause the balance of the individual account of any Participant to be reduced to less than the balance which would have been in the account had the mistaken or nondeductible amount not been contributed, then the amount to be returned to the Employer must be limited so as to avoid such reduction. In the case of a reversion due to initial disqualification of a plan, the entire assets of the plan attributable to employer contributions may be returned to the Employer.

8. Section 3.1(c)(1)(iii) of the Plan shall be deleted in its entirety; similarly, Section 8.1(c) shall be deleted in its entirety.

9. Section 11.4 of the Plan shall be amended by the deletion of the initial phrase "Except as provided in Section 6.1," such that the Section begins "No benefit payable under the Plan shall be subject to anticipation..."

SIGNED this ____ day of _____, 2015 ____.

CITY OF FRANKLIN, TENNESSEE

By: _____

Title: _____

Tabulation of Bids*

Purchasing Office Solicitation No.:	2015-023 (remove and replace existing pedestrian-type hand railing and install new pipe bollards at the solid waste transfer station)							
Notice to Bidders published in the <i>Williamson Herald</i> on:	1/15/15							
Number of vendors that were notified of / that responded to this solicitation for bids:	6 / 6							
Date and time bids due and publicly opened:	2/3/15 2:00 PM							
Present at opening of bids:	Chris Chase of Lee Adcock Construction Co., Inc.; Doug Presson of John Bouchard & Sons Co.; Carl Herbert of Lee Company; Pamela Danzy of Dowdle Construction Group; Brad Wilson of the City of Franklin Project and Facilities Management Department; Doug Pratt of the City of Franklin SES Department; and Dee Settle and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation will be considered:	3/10/15							
Bids received from:	Project Component:	Does the bid include all required documents?	Duration of installer's guarantee of workmanship:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total installed bid price:	Payment terms:	Estimated time of completion of project after receipt of order:	Bid and bid pricing is valid through:
Dowdle Construction Group 1311 6th Ave. N. Nashville, TN 37208 Chase Manning, Project Engineer 615/251-1311 cmanning@dowdleconstruction.com	A: hand railing	Yes	one year	Bidder takes no exceptions	\$35,491.00	Net 30 days	60 days	4/30/2015
	B: pipe bollards				\$4,500.00			
	Total Project				\$39,991.00			
John Bouchard & Sons Co. 1024 Harrison St. Nashville, TN 37023 Doug Presson, Fab Shop Foreman 615/405-3020 Doug.Presson@JBouchard.com	A: hand railing	Yes	one year	Bidder takes no exceptions	\$61,289.00	Net 30 days	45 days	4/30/2015
	B: pipe bollards				\$4,226.00			
	Total Project				\$65,515.00			
Lee Adcock Construction Co., Inc. 826 N. Jefferson St. PO Box 1457 (37162) Shelbyville, TN 37160 Christopher J. Chase, Project Manager O: 931/684-1771, C: 931/703-2730 c.chase@leeadcock.com	A: hand railing	Yes	one year	Bidder takes no exceptions	\$35,099.00	Net 30 days	60 days	8/3/2015
	B: pipe bollards				\$2,563.00			
	Total Project				\$37,662.00			
Lee Company 331 Mallory Station Road Franklin, TN 37067 Carl Herbert, Axium Business Unit Manager O: 615/468-6208 C: 615/504-0327 carl.herbert@leecompany.com	A: hand railing	Yes	one year	Bidder takes no exceptions	\$32,184.19	Net 30 days	45 days	5/1/2015
	B: pipe bollards				\$3,077.62			
	Total Project				\$35,261.81			
Midstate Welding 1513 Sunset Drive Franklin, TN 37064 Mike Frasier, Owner O: 615/575-0771 C: 615/400-8662 frasiers5@yahoo.com	A: hand railing	Yes	one year	Bidder takes no exceptions	\$25,160.00	Net 30 days	60 days	5/15/2015
	B: pipe bollards				\$2,930.00			
	Total Project				\$28,090.00			
Welding Unlimited, Inc. 120 Confederate Drive Franklin, TN 37064 Joseph Raddatz, Vice President 615/525-8189 joe@weldingunlimitedinc.com	A: hand railing	No (references missing; submitted forms were for previous solicitation)	one year	Cannot be determined inasmuch as submitted specs were for previous solicitation	\$34,464.31	Net 30 days	42-56 days	3/3/2015
	B: pipe bollards				\$2,302.00			
	Total Project				\$36,766.31			

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. 2015-0049)

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

1. CITY issued on January 15, 2015 Purchasing Office Solicitation No. 202015-023, a procurement solicitation for bids to remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and to install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station ("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 3, 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.

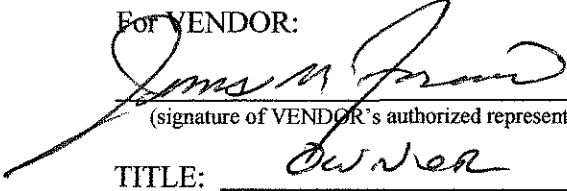
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0049)

7. CITY awarded on April 14, 2015 and now desires to retain VENDOR to remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and to install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station, pursuant to SOLICITATION and SUBMITTAL.
8. 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. 2015-0049)

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 3, 2015, at which time and location they will be publicly opened, for the following procurement: remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station (Purchasing Office Solicitation No. 2015-023). 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: **January 15, 2015**

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

1. Solicitation identified: These instructions apply to the following procurement:
remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-023

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;
 - j. City of Franklin Affidavit of Drug-Free Workplace; and
 - k. for any construction project, the City of Franklin Affidavit of License Certificate.
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

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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. After award, the accepted bid and associated pricing shall be considered valid until the specified item has been supplied, delivered and installed, or until the specified service has been provided, to the satisfaction of the City of Franklin.
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 documents plus two (2) complete duplicate sets: Please submit one (1) set of bid documents with original signatures plus two (2) complete duplicate sets.
10. Construction projects:
- a. If the project for which these Instructions for Bidders have been prepared involves construction by a "contractor" (as the term is defined in the State of Tennessee Contractors Licensing Act of 1994, as amended) and thereby is subject to the provisions of TCA §62-6-101, et. seq., then it is necessary for the bidder to provide evidence of a contractor's license in the appropriate license classification before such bidder's bid may be considered by the City. For the City of Franklin, such evidence shall be a fully executed Affidavit of License Certificate with a photocopy of the bidder's certificate of license attached thereto.
- b. If the bid is for a construction project and if the bid price is in an amount not less than \$25,000, then the outside of the container(s) shall be labeled by the bidder with the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts.
11. Bid submittal contents: Included with the bid are to be the following:
- 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;

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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 bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and
 - k. if the bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.
12. 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;
 - b. if the enclosed bid is for a construction project and if the amount of the enclosed bid price is not less than \$25,000, then the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any; and
 - c. the following text:

SEALED BID
City of Franklin solicitation no.
2015-023 (hand railing and pipe
bollards at solid waste transfer
station)
NOT TO BE OPENED EXCEPT AT
BID OPENING February 3, 2015,
2:00 p.m. Central Time
13. 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.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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.
14. 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.
15. 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.
16. 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).
17. 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.
18. 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

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

- 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).
19. 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.
20. 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 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.

City of Franklin Instructions for Bidders

Purchasing Office Solicitation No.: 2015-023

21. 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).

22. 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.
23. 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.: 2015-023

1. Solicitation identified: These specifications apply to the following procurement:
remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-023

2. Notice to Bidders publication date: **January 15, 2015**
3. Solicitation release date: **January 15, 2015**
4. **Mandatory*** Pre-Bid Conference: **January 22, 2015, 2:00 p.m. Central Time, to be conducted at the job site**

***PLEASE NOTE:** Potential bidders are **required** to attend the mandatory pre-bid conference. Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices
City of Franklin Municipal Services Complex
417 Century Court
Franklin, TN 37064

Pre-bid conference will commence at Sanitation and Environmental Services Department Administrative Offices and conclude at the City's solid waste transfer station which is walking distance and on the same campus.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 27, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 3, 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: **February 20, 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 10, 2015**

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

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 remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station and all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - 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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

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.
- 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 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.

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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1. General.**
- 12.1.1. _____** Project consists of two primary components:
- (a) Remove and replace existing pedestrian-type hand railing, including one access gate, mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station. This component of the project is limited to the outdoor pedestrian-type hand railing mounted on top of the five (5) retaining walls that border the transfer trailer entrance ramp to and exit ramp from the transfer station. This component of the project does not include any other pedestrian-type hand railing at the transfer station such as the hand railing for any of the sets of stairs adjacent to the retaining walls. The purpose of this project component is to guard against pedestrians falling over the top of the retaining walls.
- (b) Install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station. The existing steel plate will need to be removed and reinstalled in order for the bollards to be installed. The purpose of this project component is to support the existing steel plate in the event of the plate being bumped from the interior side of the plate.
- 12.1.2. _____** Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and any other items required to complete the project.
- 12.1.3. _____** Jobsite is at the following location:
- Solid Waste Transfer Station
 City of Franklin Municipal Services Complex
 411 Century Court
 Franklin, TN 37064
- 12.1.4. _____** A City of Franklin permit is not required for this project.
- 12.1.5. _____** Plans stamped by a professional engineer are not required for this project.
- 12.1.6. _____** The bidder is responsible for making all measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.1.7. _____** Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.8.** _____ Vendor specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 12.1.9.** _____ Vendor shall provide any labor and equipment necessary to unload or offload any deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.10.** _____ Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday except holidays observed by the City.
- 12.1.11.** _____ Guarantee:
- 12.1.11.1.** _____ Bid pricing shall include installer’s guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.
- 12.1.11.2.** _____ Bidder shall indicate on the Bid Submittal Form the duration of the installer’s guarantee.
- 12.1.11.3.** _____ Bidder shall supply a description of the installer’s standard guarantee along with the Bid Submittal Form.
- 12.1.12.** _____ Insurance requirements:
- 12.1.12.1.** _____ 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 to 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 for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials	Certificate of Insurance shall include the City of Franklin as Loss Payee

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.12.2. _____ 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.
- 12.1.12.3. _____ 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.
- 12.1.12.4. _____ 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

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- 12.2.** Project Component A (remove and replace existing pedestrian-type hand railing mounted on top of five (5) loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station).
- 12.2.1.** _____ Remove and properly dispose of existing aluminum railing, posts and base plates mounted on top of five (5) loading area ingress and egress retaining walls.
- 12.2.2.** _____ Install new steel railing and posts to be compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.3.** _____ New posts shall be installed into core-drilled holes at top of concrete loading area ingress and egress retaining walls. New posts shall be secured with concrete epoxy suitable for this purpose.
- 12.2.4.** _____ Holes shall be core-drilled at spacing of four foot (4') on center.
- 12.2.5.** _____ Holes shall be core-drilled at depth and diameter suitable for maximum durability of new railing and posts and compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.6.** _____ New railing shall be steel 1-1/4" (1-5/8" outside diameter) schedule 40 pipe for top and mid railing.
- 12.2.7.** _____ New posts shall be steel 1-1/4" (1-5/8" outside diameter) schedule 80 newel posts.
- 12.2.8.** Access gates:
- 12.2.8.1.** _____ Access gates shall be installed on top of the driver's side egress retaining wall.
- 12.2.8.2.** _____ Access gates shall include two (2) sides. To open, each side of the access gates shall roll away from center, parallel with railing.
- 12.2.8.3.** _____ Access gates shall be positioned near the mid-point of the retaining wall with actual location to be mutually agreed upon by the successful bidder and the City.
- 12.2.8.4.** _____ Access gates shall be constructed of steel 1-1/4" schedule 40 pipe for top and mid railing.
- 12.2.8.5.** _____ Access gates shall be mounted on a minimum of three (3) four-inch (4") permanently sealed greased bearing casters.
- 12.2.8.6.** _____ Each side of access gates shall be fifteen (15) feet long, for a total possible opening of thirty (30) feet.
- 12.2.8.7.** _____ Access gates shall include a lockable latch for when not in use.
- 12.2.9.** _____ Installed posts, railing and gates shall be painted safety yellow.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.3.** **Project Component B** (install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station).
- 12.3.1.** _____ Remove and properly dispose of four (4) existing pipe bollards and base plates from concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock.
- 12.3.2.** _____ Remove and set aside existing steel plate on the interior side of a roll-up door for the loading dock.
- 12.3.3.** _____ Install four (4) new pipe bollards, with height of top of installed bollard to match the height of top of existing steel plate (approximately 61").
- 12.3.4.** _____ New pipe bollards shall be installed into core-drilled holes in concrete floor, such holes to be core-drilled in such location as to provide maximum support for and to existing steel plate. New pipe bollards shall be secured with concrete epoxy suitable for this purpose.
- 12.3.5.** _____ Holes shall be core-drilled to depth of at least 24" below top of slab.
- 12.3.6.** _____ Holes shall be core-drilled at diameter and spacing suitable for maximum durability of pipe bollards and steel plate.
- 12.3.7.** _____ Holes shall be core-drilled so as for bollards to be located a distance not more than four inches (4") from the rear of the steel plate after the steel plate is reinstalled.
- 12.3.8.** _____ For each bollard, one (1) 6x6 mill angle shall be spot-welded to both the bollard and the steel plate.
- 12.3.9.** _____ New pipe bollards shall be six inches (6") in diameter and concrete-filled.
- 12.3.10.** _____ Installed pipe bollards, mill angles and any welded attachments, along with reinstalled existing steel plate, all shall be painted safety yellow.
- 12.3.11.** _____ Reinstall existing steel plate on the interior side of a roll-up door for the loading dock.

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.: 2015-023

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 quoted bid pricing for supply, delivery and installation of bid goods and services:	Project Component A (hand railing):	\$ _____
	Project Component B (pipe bollards):	\$ _____
	Total Project:	\$ _____
Duration of the installer's guarantee of workmanship for all installed products, equipment and accessories (for not less than one (1) year):		
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:		_____ days after receipt of order.
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.: 2015-023

Vendor's name:	_____
Construction project – If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	☐ Yes. ☐ No.
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 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; - City of Franklin Affidavit of Title VI Compliance, executed in full; - If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☐ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include the documents indicated (NOTE: 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-____)

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 - _____

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: _____

Affidavit of License Certificate
a form required of Bidders and Proposers proposing to serve as contractors for
construction projects for the
City of Franklin, Tennessee

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

(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 - _____)

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0049)

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

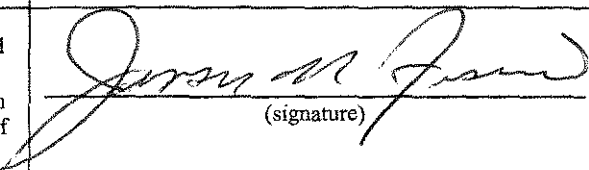
Purchasing Office Solicitation No.: 2015-023

Vendor's name, street address, and mailing address:		Midstate Welding 1513 Sunset Dr. Franklin TN 37064
Vendor's contact person's name (printed), title, telephone number and e-mail address:		Mike Frasier (owner) 595-0771 Cell# 400-86662 frasier5@yahoo.com
Does the bidder take any exceptions to the City's procurement solicitation?		☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?		☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted bid pricing for supply, delivery and installation of bid goods and services:	Project Component A (hand railing):	\$ 25,160 ⁰⁰
	Project Component B (pipe bollards):	\$ 2,930 ⁰⁰
	Total Project:	\$ 28,090 ⁰⁰
Duration of the installer's guarantee of workmanship for all installed products, equipment and accessories (for not less than one (1) year):		1 Yr.
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:		60 days after receipt of order.
Last date (no sooner than April 30, 2015) that bid and associated pricing is valid and may be accepted by the City:		5/15/2015

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.: 2015-023

Vendor's name: <u>MID- State Welding</u>	<u>615 - 400-8662</u>
Construction project – If the bid is for a construction project and if the amount of the bid price is not less than \$25,000, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	☒ Yes. ☐ No.
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 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; - City of Franklin Affidavit of Title VI Compliance, executed in full; - If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include the documents indicated (NOTE: 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:	<u>owner</u>
Date of signature:	<u>2/3/2015</u>

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

1. Solicitation identified: These specifications apply to the following procurement:
remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station

Purchasing Office Solicitation No.: 2015-023

2. Notice to Bidders publication date: **January 15, 2015**
3. Solicitation release date: **January 15, 2015**
4. Mandatory* Pre-Bid Conference: **January 22, 2015, 2:00 p.m. Central Time, to be conducted at the job site**

*PLEASE NOTE: Potential bidders are **required** to attend the mandatory pre-bid conference. Do not report directly to the City's solid waste transfer station. Instead, park vehicles and check in at:

Sanitation and Environmental Services Department Administrative Offices
City of Franklin Municipal Services Complex
417 Century Court
Franklin, TN 37064

Pre-bid conference will commence at Sanitation and Environmental Services Department Administrative Offices and conclude at the City's solid waste transfer station which is walking distance and on the same campus.

5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **January 27, 2015, 2:00 p.m. Central Time**
6. Bids submittal deadline and scheduled opening: **February 3, 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: **February 20, 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 10, 2015**

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

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 remove and replace existing pedestrian-type hand railing mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, and install new pipe bollards to be core-drilled into concrete floor, all at the City's solid waste transfer station and all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - 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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

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.
- 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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 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.

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.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1. C General.
- 12.1.1. C Project consists of two primary components:
- (a) Remove and replace existing pedestrian-type hand railing, including one access gate, mounted on top of loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station. This component of the project is limited to the outdoor pedestrian-type hand railing mounted on top of the five (5) retaining walls that border the transfer trailer entrance ramp to and exit ramp from the transfer station. This component of the project does not include any other pedestrian-type hand railing at the transfer station such as the hand railing for any of the sets of stairs adjacent to the retaining walls. The purpose of this project component is to guard against pedestrians falling over the top of the retaining walls.
- (b) Install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station. The existing steel plate will need to be removed and reinstalled in order for the bollards to be installed. The purpose of this project component is to support the existing steel plate in the event of the plate being bumped from the interior side of the plate.
- 12.1.2. C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and any other items required to complete the project.
- 12.1.3. C Jobsite is at the following location:
- Solid Waste Transfer Station
City of Franklin Municipal Services Complex
411 Century Court
Franklin, TN 37064
- 12.1.4. C A City of Franklin permit is not required for this project.
- 12.1.5. C Plans stamped by a professional engineer are not required for this project.
- 12.1.6. C The bidder is responsible for making all measurements required to prepare a bid. No plans or drawings have been prepared by the City for this project.
- 12.1.7. C Vendor shall indicate on the Bid Submittal Form the estimated time of completion of project, measured in number of calendar days after receipt of order.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.8. C Vendor specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 12.1.9. C Vendor shall provide any labor and equipment necessary to unload or offload any deliverables in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 12.1.10. C Delivery shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday except holidays observed by the City.
- 12.1.11. Guarantee:
- 12.1.11.1. C Bid pricing shall include installer's guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.
- 12.1.11.2. C Bidder shall indicate on the Bid Submittal Form the duration of the installer's guarantee.
- 12.1.11.3. C Bidder shall supply a description of the installer's standard guarantee along with the Bid Submittal Form.
- 12.1.12. Insurance requirements:
- 12.1.12.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate Limits to 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 for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
Workers Compensation	Statutory limits	Certificate Holder only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
Installation Floater	Total insurable property value of installation and materials	Certificate of Insurance shall include the City of Franklin as Loss Payee

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.1.12.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 12.1.12.3. 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.
- 12.1.12.4. 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.: 2015-023

- 12.2. C **Project Component A** (remove and replace existing pedestrian-type hand railing mounted on top of five (5) loading area ingress and egress retaining walls, with new railing to be core-drilled into concrete walls, at the City's solid waste transfer station).
- 12.2.1. C Remove and properly dispose of existing aluminum railing, posts and base plates mounted on top of five (5) loading area ingress and egress retaining walls.
- 12.2.2. C Install new steel railing and posts to be compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.3. C New posts shall be installed into core-drilled holes at top of concrete loading area ingress and egress retaining walls. New posts shall be secured with concrete epoxy suitable for this purpose.
- 12.2.4. C Holes shall be core-drilled at spacing of four foot (4') on center.
- 12.2.5. C Holes shall be core-drilled at depth and diameter suitable for maximum durability of new railing and posts and compliant with current Occupational Safety & Health Administration regulations including, if and as applicable, 1910.23, 1926.501 and 1926.502.
- 12.2.6. C New railing shall be steel 1-1/4" (1-5/8" outside diameter) schedule 40 pipe for top and mid railing.
- 12.2.7. C New posts shall be steel 1-1/4" (1-5/8" outside diameter) schedule 80 newel posts.
- 12.2.8. Access gates:
- 12.2.8.1. C Access gates shall be installed on top of the driver's side egress retaining wall.
- 12.2.8.2. C Access gates shall include two (2) sides. To open, each side of the access gates shall roll away from center, parallel with railing.
- 12.2.8.3. C Access gates shall be positioned near the mid-point of the retaining wall with actual location to be mutually agreed upon by the successful bidder and the City.
- 12.2.8.4. C Access gates shall be constructed of steel 1-1/4" schedule 40 pipe for top and mid railing.
- 12.2.8.5. C Access gates shall be mounted on a minimum of three (3) four-inch (4") permanently sealed greased bearing casters.
- 12.2.8.6. C Each side of access gates shall be fifteen (15) feet long, for a total possible opening of thirty (30) feet.
- 12.2.8.7. C Access gates shall include a lockable latch for when not in use.
- 12.2.9. C Installed posts, railing and gates shall be painted safety yellow.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2015-023

- 12.3. C **Project Component B** (install four (4) new pipe bollards to be core-drilled into concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock at the City's solid waste transfer station).
- 12.3.1. C Remove and properly dispose of four (4) existing pipe bollards and base plates from concrete floor on the exterior side of an existing steel plate and the interior side of a roll-up door for the loading dock.
- 12.3.2. C Remove and set aside existing steel plate on the interior side of a roll-up door for the loading dock.
- 12.3.3. C Install four (4) new pipe bollards, with height of top of installed bollard to match the height of top of existing steel plate (approximately 61").
- 12.3.4. C New pipe bollards shall be installed into core-drilled holes in concrete floor, such holes to be core-drilled in such location as to provide maximum support for and to existing steel plate. New pipe bollards shall be secured with concrete epoxy suitable for this purpose.
- 12.3.5. C Holes shall be core-drilled to depth of at least 24" below top of slab.
- 12.3.6. C Holes shall be core-drilled at diameter and spacing suitable for maximum durability of pipe bollards and steel plate.
- 12.3.7. C Holes shall be core-drilled so as for bollards to be located a distance not more than four inches (4") from the rear of the steel plate after the steel plate is reinstalled.
- 12.3.8. C For each bollard, one (1) 6x6 mill angle shall be spot-welded to both the bollard and the steel plate.
- 12.3.9. C New pipe bollards shall be six inches (6") in diameter and concrete-filled.
- 12.3.10. C Installed pipe bollards, mill angles and any welded attachments, along with reinstalled existing steel plate, all shall be painted safety yellow.
- 12.3.11. C Reinstall existing steel plate on the interior side of a roll-up door for the loading dock.

Jay Howser Construction Inc.

Jay Howser (owner)

cell # 615-300-9081

Greg Wilkerson

Darke Construction Inc.

Cell # 498-1408

Ted Sadler

Sadler Brothers Plumbing Inc.

Office # 615-459-5884

Cell # 615-207-2489

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_023

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:

Midstate Welding

Mike Frasier

1513 Sunset Dr.

Franklin TN 37064-

frasier5@yahoo.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 Williamson) SS

Affiant, James M Frasier, 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)
Midstate Welding,
(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 3 day of Feb

Cathy [Signature]
(Notary Public)

My Commission Expires: 12/4/17

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015 - 023)

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, James M Frasier, deposes and makes oath that:
(printed name of person signing Affidavit)

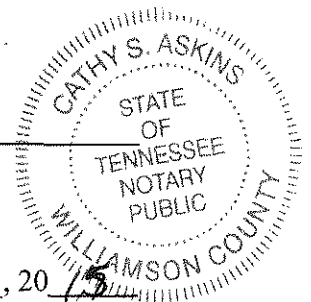
1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Midstate Welding,
(legal name of entity submitting bid or proposal)

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 3 day of Feb, 2015

Cathy S. Askins
(Notary Public)

My Commission Expires: 12/4/17

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, James M Frasier, 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)
Midstate Welding,
(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.

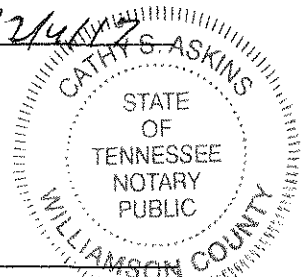
[Signature]
(signature of Affiant)

Owner
(title of Affiant)

Sworn and subscribed to before me this 3 day of Feb, 20 15

Cathy S. Askins
(Notary Public)

My Commission Expires: 12/4/17



Affidavit of License Certificate

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

City of Franklin, Tennessee

State of Tennessee)
County of Williamson) SS

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

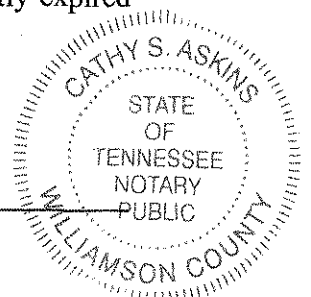
1. He or she is the Owner of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Midstate Welding
(legal name of entity submitting bid or proposal)

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

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

[Signature]
(signature of Affiant)

Owner
(title of Affiant)



Sworn and subscribed to before me this 3 day of Feb, 2015

Cathy S. Askins
(Notary Public)

My Commission Expires: 12/4/17

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-023)



City of Franklin Business Tax License

MID-STATE WELDING
FRASIER JAMES M
1513 SUNSET DR
FRANKLIN TN
37064

Date Issued: 02-02-2015
Business Tax Classification: 3
Tax Period: 01-01-2014 to 12-31-2014
Expiration: 05-15-2015
License Type: New/Renewal
License Number: 2015 81030
Local Tax Account #: 11020
State Tax Account #: 501600075

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The certificate must be displayed publicly at the location for which it is issued.

To avoid penalty, interest and potential enforced collection action, business tax returns and payments must be remitted to the Tennessee Department of Revenue at least 30 days prior to the expiration date of this license. Further notification of expiration is not required by law—please note the expiration date above. Businesses ceasing operation must file a final business tax return and make full payment of business taxes due within 15 days of closure. (Not applicable to class 5 transient/special events/vendors.)

All tax returns and payments must be made to the Tennessee Department of Revenue. Electronic filing and payment is required for certain taxpayers and encouraged for all. Please visit www.TN.gov/Revenue for more information on business tax and filing requirements.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules, and regulations. Also, as required by Tenn. Code Ann. Section 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA

City of Franklin Business Tax License

This certificate must be publicly displayed

MID-STATE WELDING

1513 SUNSET DR

FRANKLIN, TN
37064-3244



Date Issued: 02-02-2015
Business Tax Classification: 3
Tax Period: 01-01-2014 to 12-31-2014
Expiration: 05-15-2015
License Type: New/Renewal
License Number: 2015 81030
Local Tax Account #: 11020
State Tax Account #: 501600075

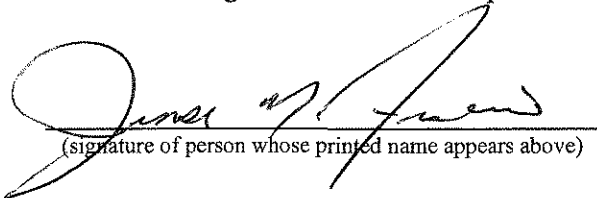
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, James M Frasier 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)
Midstate Welding
(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)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0049)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
3/18/2015	Broussard Agency	Not indicated	Commercial General Liability	10/17/2015
			Automobile Liability	10/15/2015
			Workers Compensation and Employers' Liability	2/27/2016
			Installation Floater	10/17/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2015

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 Broussard Agency 1143 Columbia Ave A-11 Franklin, TN 37064	CONTACT Jessica Lewis PHONE (615) 656-2626 FAX (615) 656-2629 E-MAIL Jessica@Broussard-Insurance.com ADDRESS:
INSURED Mid State Welding, James Mike Frasier 1513 Sunset Drive Franklin, TN 37064	INSURER(S) AFFORDING COVERAGE INSURER A: Maxum Indemnity Company INSURER B: Mid Century Insurance Company INSURER C: Berkley Risk INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		BDG3003780-02	10/17/2014	10/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Installment property \$ 29,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		605493362	10/15/2014	10/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC-41-92-032688-00	02/27/2015	02/27/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Loss Payee & Additional Insured : City of Franklin, Tennessee

City of Franklin: Loss Payee to Installment floater/ property in the amount of \$29,000

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin, Tennessee Franklin City Hall, Suite 107 109 3rd Avenue South PO Box 305 Franklin, TN 37065-0305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ENDORSEMENT #1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **3/2/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3003780-02** issued to **James M. Frasier** by Maxum Indemnity Company.

CHANGE ENDORSEMENT

In consideration of an additional premium of \$414.00, and in accordance with the terms and conditions of the above policy, the policy is hereby amended per attached DECIM (01-03).

Premium	\$414.00
Surplus Lines Tax	\$20.70
Total	\$434.70

\$29,000 in installation floater with a \$1,000 deductible is added to and made part of the policy.

Form E374 is added to and made part of the policy to show the following as loss payee for the above floater:

City of Franklin, Tennessee
109 3rd Ave. S.
Franklin, TN 37065

Form CG2026 is added to and made part of the policy to show the following as additional insured:

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

All other terms and conditions remain unchanged.



Specialty Insurance Group

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Franklin, Tennessee
Franklin City Hall, Suite 107
109 3rd Ave. S.
PO Box 305
Franklin, TN 37065-0305

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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



Specialty Insurance Group

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COMMERCIAL INLAND MARINE INSTALLATION COVERAGE PART DECLARATIONS

Policy No: BDG-3003780-02

Effective Date: 3/2/2015 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS

NAMED INSURED: James M. Frasier

COVERAGES, LIMITS OF INSURANCE AND DEDUCTIBLE			
Limit of Insurance			
Project Site			
Transit			
Temporary Storage Location	\$29,000		
CATASTROPHE LIMIT: Any One Occurrence	\$29,000		
Deductible	\$1,000		
Rate (per \$100)	2.00		
COINSURANCE PERCENTAGE: 100%			
FORMS AND ENDORSEMENTS*			
Refer to Endorsement E849.			
PREMIUM FOR COVERAGE PART:	\$580.00	DUE IN FULL AT INCEPTION:	\$580.00

*Forms and endorsements applicable to this Coverage Part omitted if shown elsewhere in this policy

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

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DECIMIC (01-03)



Specialty Insurance Group

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INSTALLATION COVERAGE - SPECIAL FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this Coverage Part, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us," and "our" refer to the Company providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section E - DEFINITIONS.

A. COVERAGE

We will pay for direct physical "loss" to covered property caused by, or resulting from, any Covered Cause of Loss.

1. COVERED PROPERTY

Covered property, as used in this Coverage Part, means property consisting of the type shown in the Declarations owned by you or property of others in your care, custody, or control, that you will install at a "project site."

We also cover:

- a. Covered property while in transit to a "project site" or to a temporary storage location, but only if the covered property has been assigned to a "project site";
- b. Covered property during and after installation at a "project site";
- c. Covered property while at a "project site" or any other temporary storage location, but only if the covered property has been assigned to a "project site."

2. PROPERTY NOT COVERED

Covered property does not include:

- a. Contraband, or property in the course of illegal transit or trade.
- b. Property at locations that you own, lease or control, other than:

- 1) At a "project site"; or
- 2) Place of temporary storage.

- c. Machinery, tools, equipment, scaffolds or other property which will not become a permanent part of the installation.
- d. Plans, blueprints, designs, specifications or any similar property.
- e. Automobiles, motor trucks, tractors, motorcycles, trailers, aircraft or watercraft.
- f. Existing structures or other existing property to which improvements, alterations, repairs or additions are being made.
- g. Property while being loaned, rented, hired or leased to others by you.
- h. Property while outside the "basic territory."
- i. Trees, grass, sod, shrubbery, or plants.

3. WHEN COVERAGE WILL END

The insurance provided by this Coverage Part will end when one of the following first occurs:

- a. This Coverage Part expires or is cancelled;
- b. The property is accepted by the owner or buyer;
- c. Your interest in the property ceases;
- d. The "project site" is abandoned with no intention to complete the installation work;
- e. Thirty days after installation work at the "project site" is completed; or
- f. The building or structure is completed and put to its intended use.

4. COVERED CAUSES OF LOSS

Covered Causes of Loss means risks of direct physical "loss" to covered property except those causes of "loss" listed in the Exclusions.

5. ADDITIONAL COVERAGE

Debris Removal

We will pay your expense to remove debris of covered property caused by or resulting from a Covered Cause of Loss.

B. EXCLUSIONS

1. We will not pay for "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Building Ordinance

The enforcement of any ordinance or law:

- 1) Regulating the construction, use or repair of any property; or
- 2) Requiring the tearing down of any property, including the cost of removing its debris.

b. Earth Movement

- 1) Any earth movement (other than sinkhole collapse) such as an earthquake, landslide, or earth sinking, rising or shifting. But if "loss" by fire or explosion results, we will pay for that resulting "loss."
- 2) Volcanic eruption, explosion, or effusion. But if "loss" by fire or breakage of glass results, we will pay for that resulting "loss." All volcanic eruptions that occur within any 72 hour period will constitute a single occurrence.

c. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction that are ordered by governmental authority and taken at the time of a fire to prevent its spreading, if the fire is a Covered Cause of Loss.

d. Nuclear Hazard

- 1) Any weapon employing atomic fission or fusion; or
- 2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we

will pay for direct "loss" caused by resulting fire if the fire is a Covered Cause of Loss.

e. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if "loss" by a Covered Cause of Loss results, we will pay for that resulting "loss."

f. War and Military Action

- 1) War, including undeclared or civil war;
- 2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents.

g. Water

Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.

But we will pay for direct "loss" caused by resulting fire, explosion, or theft, if these causes of "loss" would be covered under this Coverage Part.

This exclusion only applies to property at your premises.

h. Pollution

This policy does not cover "loss" caused directly or indirectly by the existence, discharge, dispersal, seepage, migration, release, or escape of toxic or hazardous substances, contaminants, or pollutants. Nor will it cover the cost of removal, disposal, decontamination or replacement of property which has been contaminated by toxic or hazardous substances, contaminants, or pollutants which by law or civil authority must be restored, disposed of, or decontaminated.

Debris removal expenses do not include the costs to clean up or remove toxic or hazardous substances, contaminants, or pollutants excluded elsewhere in this Coverage Part.

We will not provide payment for the defense of any cause of action that results from any "loss" or for any cost, fine, or penalty related to any of the above.

Pollutants means any solid, liquid, gaseous, or thermal irritant, contaminant or toxin, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, metals and waste. In addition to pollutants to be disposed of, waste also includes materials to be recycled, reconditioned, or reclaimed.

2. We will not pay for "loss" caused by or resulting from:

- a. Unexplained disappearance except of property in the custody of a carrier for hire;
- b. Shortage found upon taking inventory;
- c. Rain, snow, sleet, sand or dust to property in the open except for property in the custody of a carrier for hire;
- d. Wear and tear, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- e. Gradual deterioration, insects, vermin, rodents, or other animals;
- f. Corrosion, rust, mold, rot, dampness, or dryness;
- g. Cold or heat;
- h. Freezing, unless you have made a reasonable effort to maintain heat in the building or have shut off the water supply and drained the plumbing systems and appliances;
- i. Settling, cracking, shrinkage, or expansion of property;
- j. Dishonest acts by you or anyone else with an interest in the property, or by your or their employees or representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons; but this exclusion does not apply to a carrier for hire;
- k. Delay, loss of use, or loss of market, or any other consequential "loss";
- l. Penalties for non-completion or non-compliance with contract conditions;
- m. An obligation under any guarantee, warranty, or other express or implied obligation of any contractor, manufacturer,

or supplier, whether or not the contractor, manufacturer, or supplier is insured by this Coverage Part;

- n. Artificially generated electrical current;
 - o. Mechanical breakdown, rupture, or bursting caused by centrifugal force;
 - p. Testing;
 - q. Dampness, or dryness of atmosphere;
 - r. Marring or scratching, unless directly resulting from a Covered Cause of Loss;
 - s. Voluntary parting with any property by you or anyone entrusted with the property, if induced to do so by any fraudulent scheme, trick, device, or false pretense; or
 - t. A fault, defect, deficiency, error or omission in a plan, blueprint, design or specification.
3. We will not pay for "loss" caused by or resulting from any of the following. But, if another "loss" that we insure results, we will pay for that resulting "loss":
- a. Weather conditions. However, this exclusion only applies if weather conditions contribute in any way with any of the causes of "loss" excluded in this Coverage Part.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
 - c. Faulty, inadequate or defective:
 - 1) Planning, zoning, development; surveying, or site selection;
 - 2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading or compaction;
 - 3) Materials used in repair, construction, renovation or remodeling; or
 - 4) Maintenance of part or all of any property wherever located.

C. LIMITS OF INSURANCE

The most we will pay for a covered "loss" is The applicable Limit of Insurance shown in the Declarations.

The Catastrophe Limit shown in the Declarations is the most we will pay for all "losses" from any one occurrence.

Payments under the Debris Removal Additional Coverage will not increase the applicable Limit of Insurance but if the sum of "loss" and debris removal expense exceeds the Limit of Insurance, we will pay up to an additional \$5,000 for each location in any one occurrence under the Debris Removal Additional Coverage.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of "loss" exceeds the applicable deductible amount shown in the Declarations. We will then pay the amount of "loss" in excess of the deductible amount, up to the applicable limit of insurance, after any deduction required by the Additional Conditions.

E. DEFINITIONS

1. "Basic territory" means the United States, its territories and possessions, Canada and Puerto Rico.
2. "Loss" means accidental loss or damage.
3. "Project site" means the location of the project site shown in the Declarations.

F. ADDITIONAL CONDITIONS

COINSURANCE

You must maintain a minimum Limit of Insurance. This minimum Limit of Insurance is the full actual cash value of the covered property at the time of "loss." If the Limit of Insurance at the time of "loss" is less than the minimum limit required, we will pay only a part of the "loss." Our part of the "loss" will be determined by dividing the Limit of Insurance by the minimum limit required. This percentage will be applied to the "loss" to determine the amount that we will pay.

This condition does not apply to covered property in transit or covered property at a temporary storage location.

G. LOSS CONDITIONS

The following is added to the DUTIES IN THE

EVENT OF LOSS CONDITION:

You must allow us to inspect damaged property before it is disposed of or repaired

H. GENERAL CONDITIONS

1. POLICY PERIOD

The following replaces the POLICY PERIOD Condition in the Commercial Inland Marine Conditions:

We cover "loss" commencing on or after the effective date shown in the Declarations for this Installation Coverage.

2. VALUATION

The following replaces the VALUATION Condition in the Commercial Inland Marine Conditions:

The value of property will be the least of the following amounts:

- a. The actual cash value of the covered property including labor charges and the costs of transportation that you incurred.
- b. The cost of reasonably restoring the covered property to its condition immediately before "loss"; or
- c. The cost of replacing the covered property with substantially identical property.

In the event of "loss" the value of property will be determined as of the time of "loss."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **3/2/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3003780-02** issued to **James M. Frasier** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

EXCLUSION OF TERRORISM

- A.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- 1.** That involve the following or preparation for the following:
 - a.** Use or threat of force or violence; or
 - b.** Commission or threat of a dangerous act; or
 - c.** Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- 2.** When one or both of the following applies:
 - a.** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b.** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

- B.** The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- C. Application Of Other Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



Specialty Insurance Group

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.

5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:

- a. We have reached agreement with you on the amount of the loss; or
- b. An appraisal award has been made.

6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.



Specialty Insurance Group

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective **3/2/2015** at 12:01 A.M. Standard time, forms a part of Policy Number **BDG-3003780-02** issued to **James M. Frasier** by Maxum Indemnity Company.

This endorsement modifies insurance provided for under the following:

LOSS PAYABLE PROVISIONS

For Covered Property in which both you and a Loss Payee shown in the Schedule below or in the Declarations have an insurable interest, we will:

- A. adjust losses with you; and
- B. pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

SCHEDULE

DESCRIPTION OF PROPERTY

**LOSS PAYEE
(NAME & ADDRESS)**

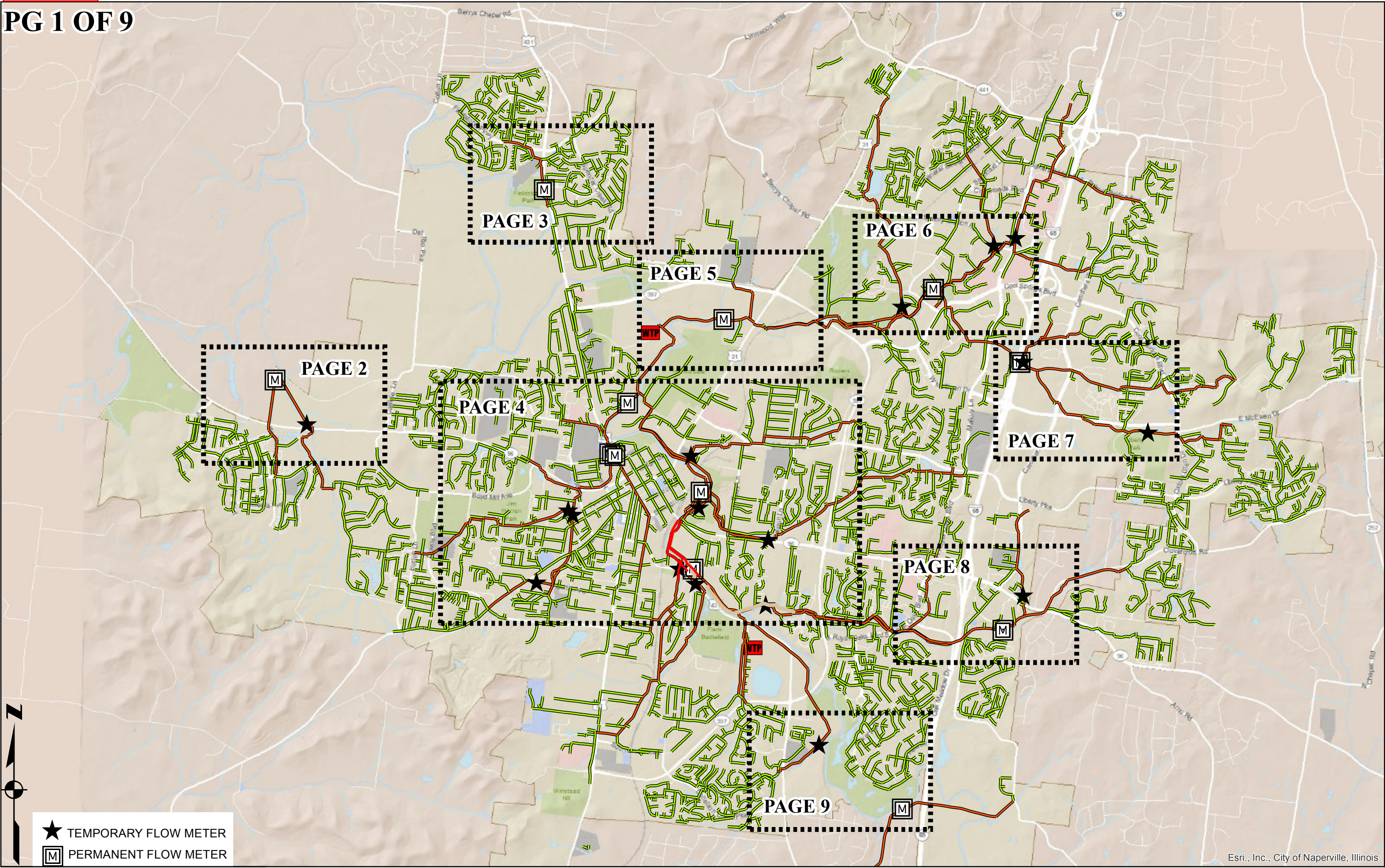
Installation Floater

City of Franklin, Tennessee, 109 3rd Ave. Franklin, TN 37065

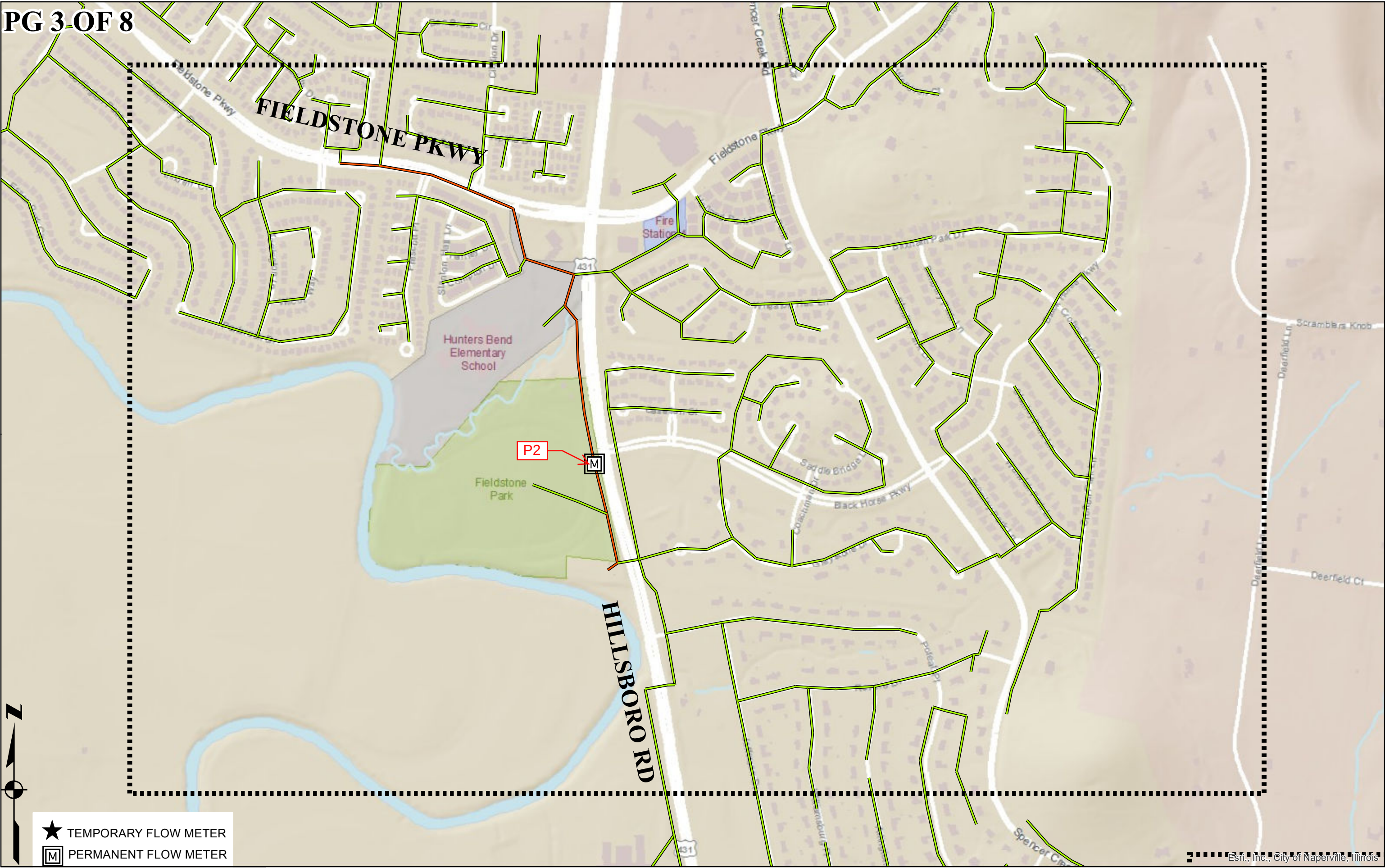


Specialty Insurance Group

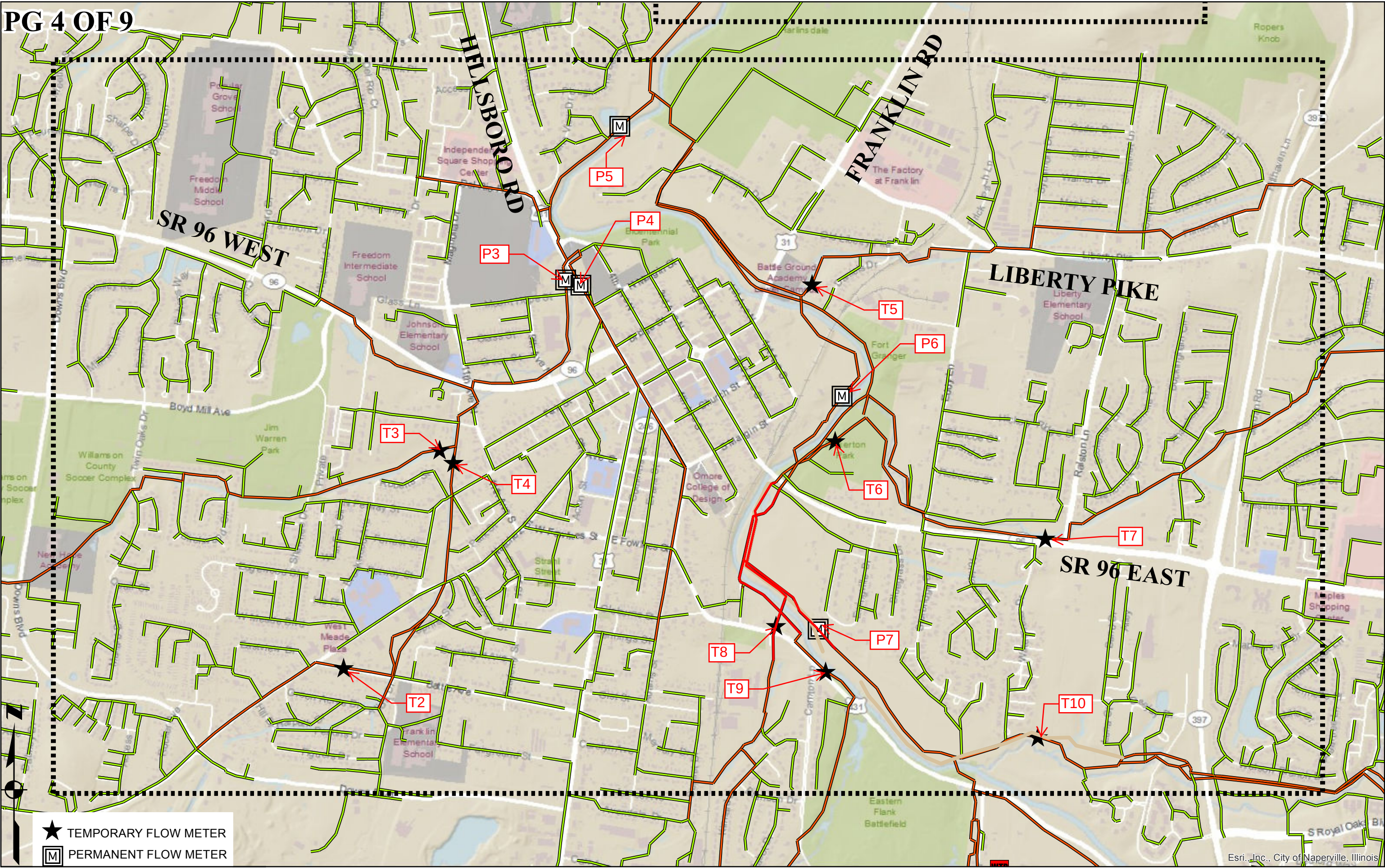
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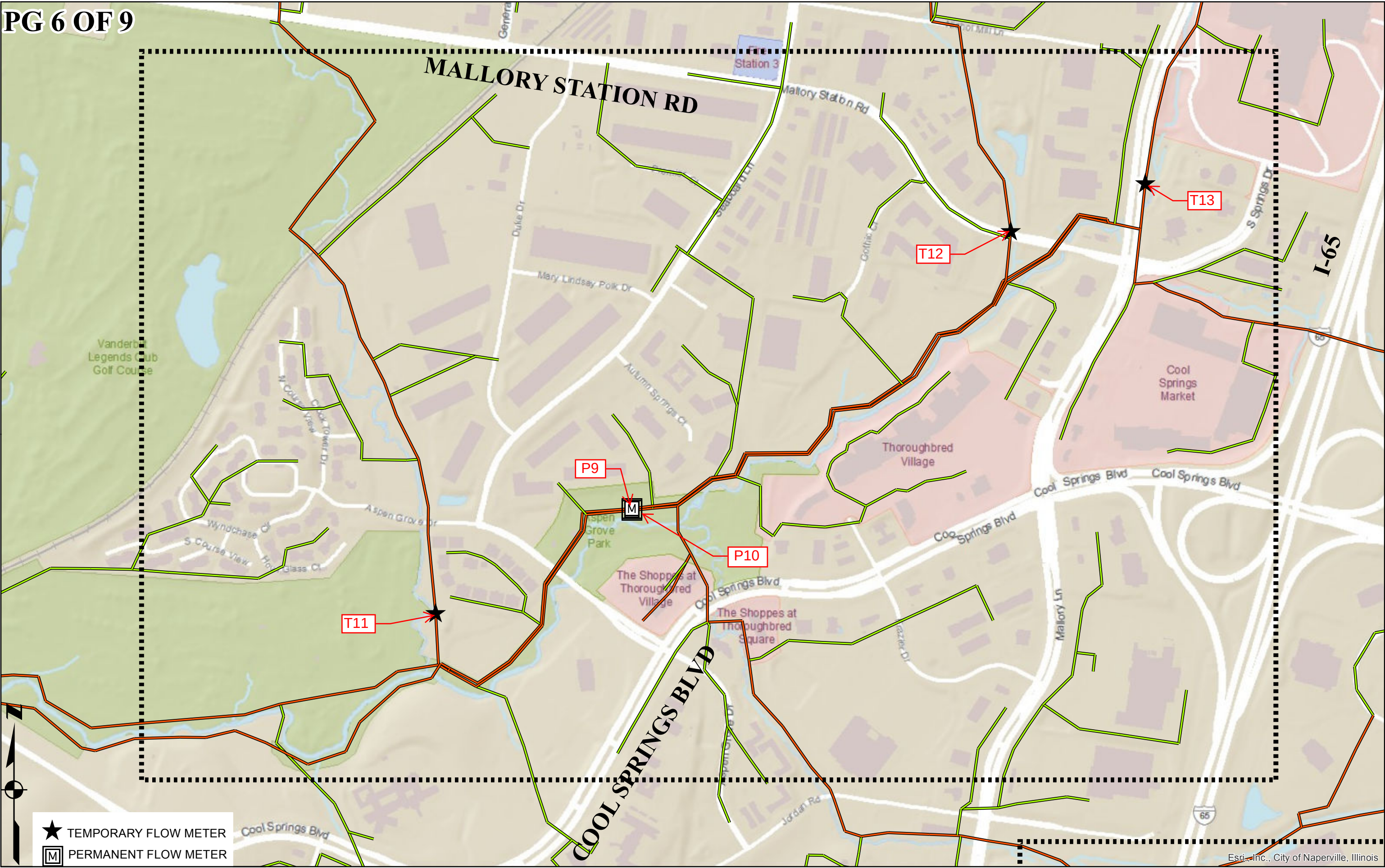


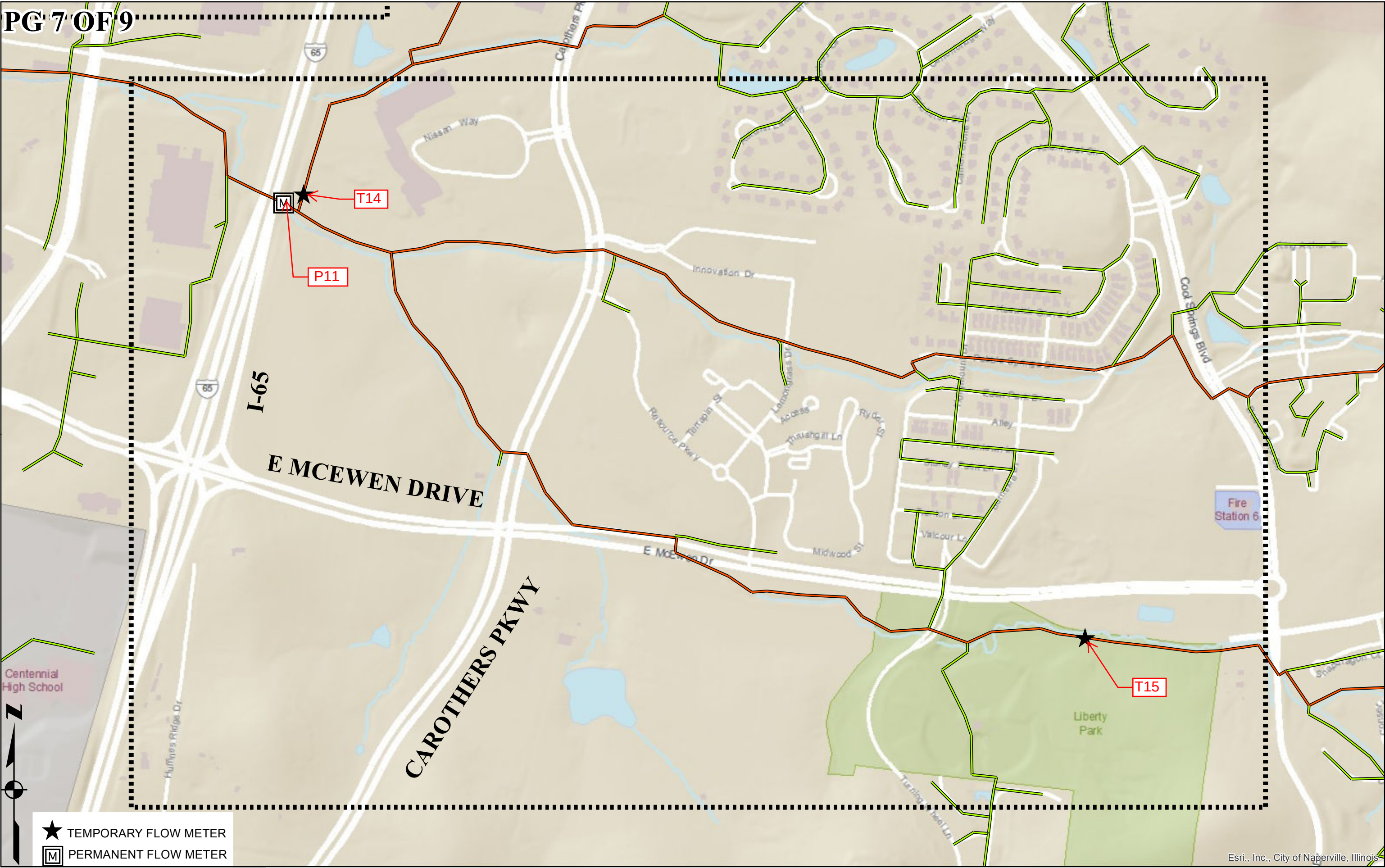
★ TEMPORARY FLOW METER
[M] PERMANENT FLOW METER

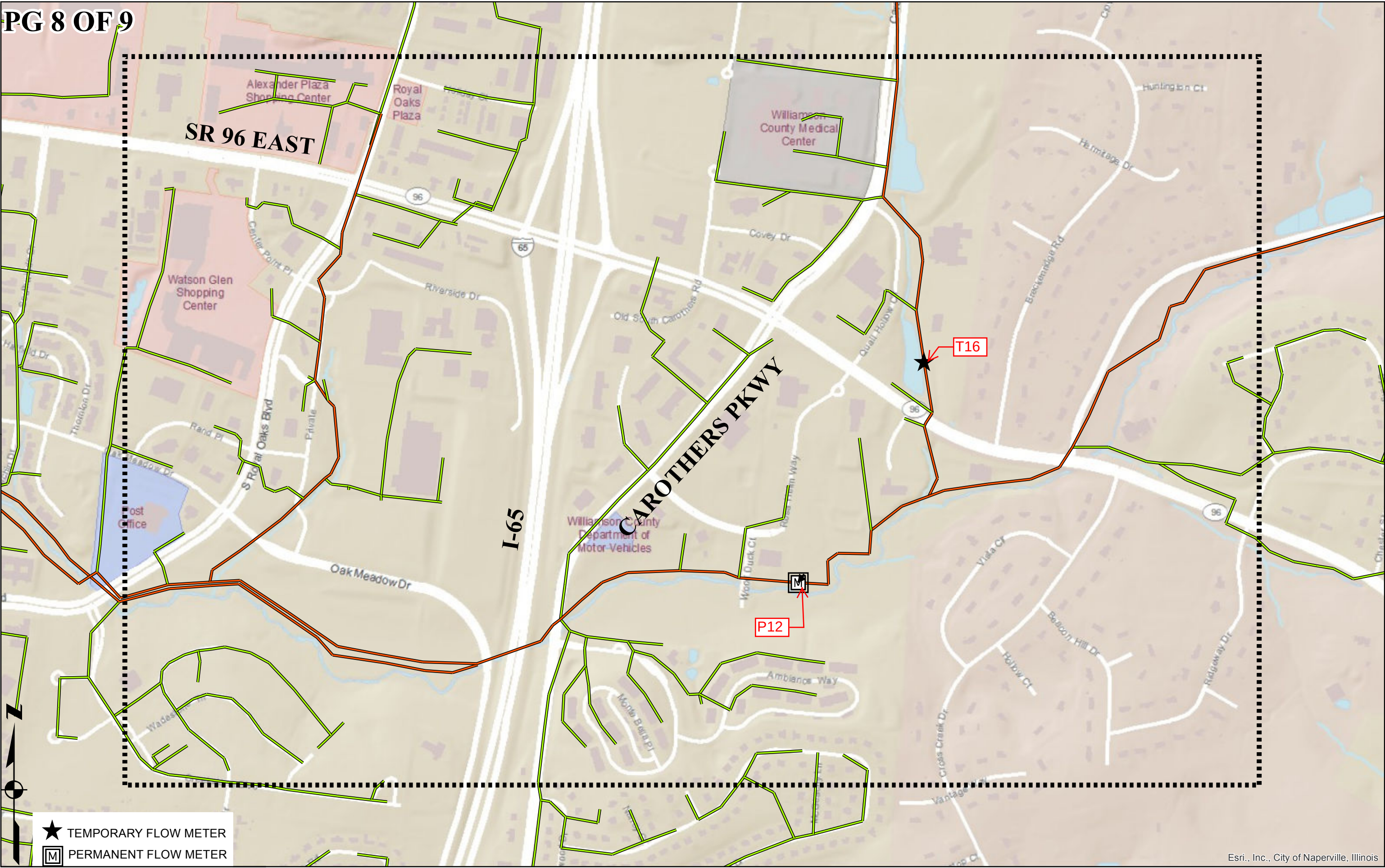


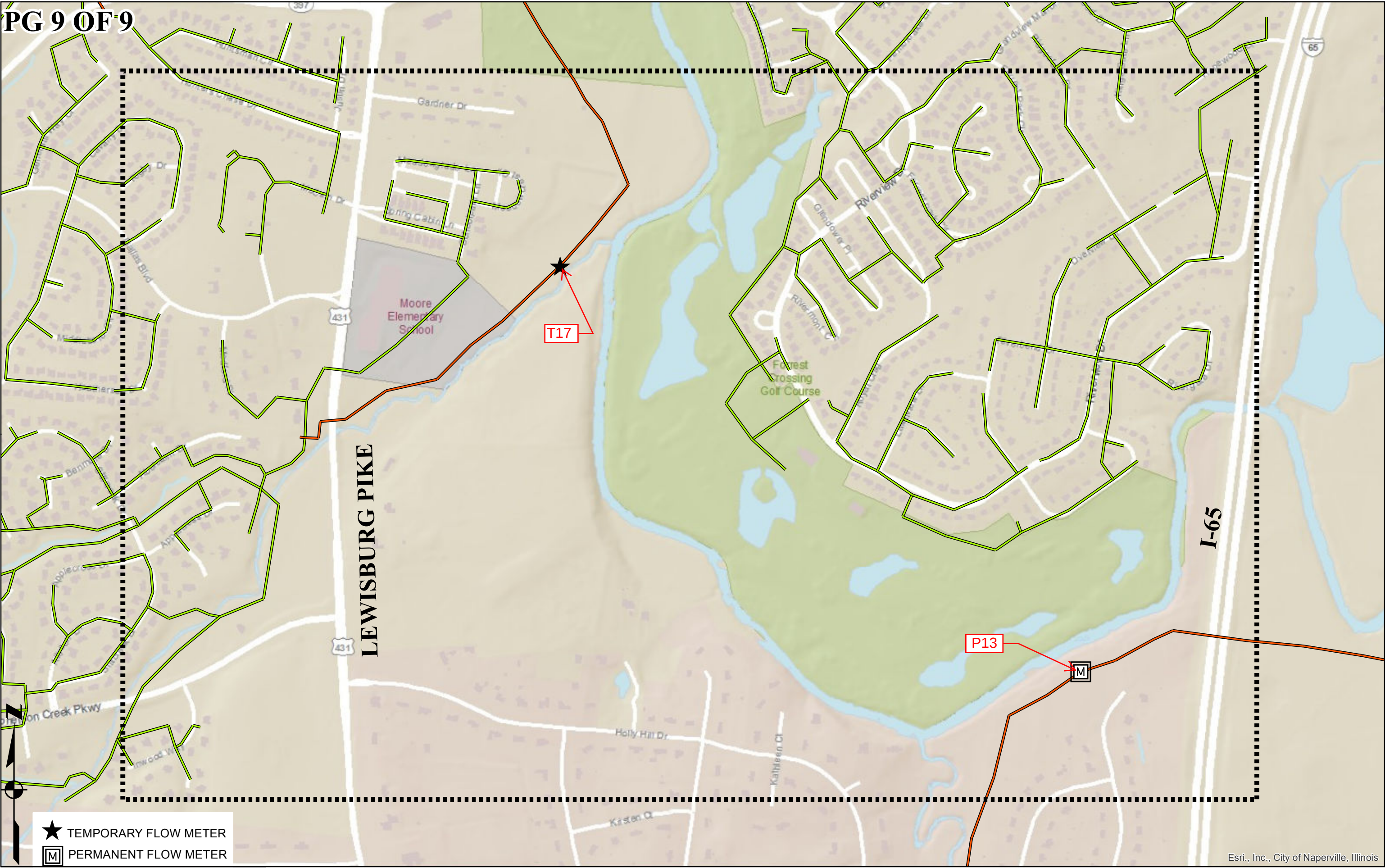


★ TEMPORARY FLOW METER
[M] PERMANENT FLOW METER









Tabulation of Submittals*

Purchasing Office Solicitation No.:		2015-013 (wastewater and stormwater flow monitoring services)			
Notice to proposers published in the Williamson Herald on:		11/6/14			
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		3 / 4			
Date and time proposal due and publicly opened:		1/8/15 2:00 PM			
Present at opening of proposals:		Shane Sangall of MOS Environmental / Hach; Rich Rebold of Hydromax USA; Travis Wilson of Littlejohn; Michelle Hatcher and Mark Hilty of the City of Franklin Water Department; and Dee Settle and Brian Wilcox of the City of Franklin Purchasing Office			
Target meeting of BOMA at which recommendation will be considered:		3/10/15			
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Payment terms:	Proposal is valid and may be accepted through:
ADS LLC	Yes	None taken	81.17	Net 30 days	4/30/2015
1300 Meridian St., Suite 3000					
Huntsville, AL 35801					
Luis Mijares, Sr. Business Dev. Manager					
256/508-1628					
lmijares@idexcorp.com					
Hach Company	Yes	None taken	89.75	Net 30 days	6/30/2015
5600 Lindbergh Drive					
Loveland, CO 80538					
Ian Morrison, Project Manager					
970/461-3937					
imorriso@hach.com					
Hydromax USA, LLC	Yes	None taken	55.26	Net 30 days	5/1/2015
11420 Watterson Drive					
Louisville, KY 40299					
Jeffrey Graham, President					
502/412-7270					
jeff.graham@hydromaxusa.com					
Littlejohn Engineering Associates, Inc.	Yes	None taken	54.75	Net 30 days	5/1/2015
1935 21st Ave. South					
Nashville, TN 37212					
Travis E. Wilson, PE, Senior Project Manager					
931/273-8999					
twilson@leainc.com					

*Shaded submittal is the submittal scored highest by the proposal evaluation team

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

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

1. CITY issued (a) on November 6, 2014 Purchasing Office Solicitation No. 2015-013, a procurement solicitation for proposals for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, (b) on November 17, 2014 Addendum No. 1 to Purchasing Office Solicitation No. 2015-013, and (c) on December 22, 2014 Addendum No. 2 to Purchasing Office Solicitation No. 2015-013 (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 proposal dated January 8, 2015 (the Proposal Submittal Form signature is dated January 6, 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(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.

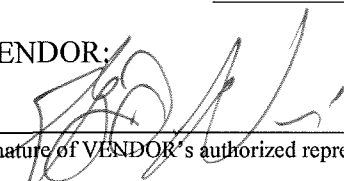
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

8. VENDOR has now submitted a Contract Addendum ("CONTRACT ADDENDUM"), a copy of which is attached hereto as Attachment No. 5 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on March 10, 2015 and now desires to retain VENDOR to supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, pursuant to SOLICITATION, SUBMITTAL and CONTRACT ADDENDUM.
10. 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 the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CONTRACT ADDENDUM; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Vice President - Hach Company

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. 2015-0035)

Attachment No. 1

SOLICITATION

NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, will receive sealed written proposals in the City's Purchasing Office, City Hall, Suite 107, 109 3rd Avenue South, Franklin, TN 37064, until 2:00 p.m. Central Time on January 8, 2015, at which time and location they will be publicly opened, for the following procurement: installation, operation and maintenance of sanitary sewer flow meters and rain gauges (Purchasing Office Solicitation No. 2015-013). Proposals must be prepared and submitted in accordance with the City of Franklin's request for proposals 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.franklintn.gov/>) or by contacting the City of Franklin Purchasing Office (purchasing@franklintn.gov; 615/550-6692). The City reserves the right to reject any and all proposals, and to waive formalities.

{text below this line not to be published}

DATE OF PUBLICATION OF THIS NOTICE TO PROPOSERS: **November 6, 2014**

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

1. Solicitation identified: These instructions apply to the following procurement:
supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges
Purchasing Office Solicitation No.: 2015-013
2. Solicitation packet component documents: These Instructions for Proposers accompany the following documents which, in total, represent the complete solicitation packet:
 - a. Notice to Proposers;
 - b. Instructions for Proposers (this document);
 - c. Request for Proposals;
 - d. Proposal Submittal Form;
 - e. Affidavit of Non-Collusion;
 - f. Affidavit of Title VI Compliance;
 - g. City of Franklin Standard Procurement Terms and Conditions;
 - h. City of Franklin Procurement Agreement form;
 - i. Indemnification Agreement; and
 - j. City of Franklin Affidavit of Drug-Free Workplace.
3. Location of opening of proposals: The opening of proposals will be held in the City of Franklin Purchasing Office (see address below, under “Delivery of proposals”), or at another location within the City of Franklin City Hall. If the location of the opening of proposals 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 such opening of proposals.
4. Who may attend openings of proposals: City of Franklin openings of proposals are open to the public. Proposers are specifically welcome to attend.
5. Withdrawal of proposals; expiration of submittal validity (see also “Errors and omissions” below):
 - a. Before the proposal submittal deadline, submitted proposals may be withdrawn upon the request of the submitting party. At the request of the submitting party, withdrawn proposals may be returned unopened to the submitting party but only at the submitting party’s expense. Such a request to withdraw a proposal and such a request to return a withdrawn proposal must be in writing, shall be addressed to the Purchasing Office, must be received by the Purchasing Office before the proposal submittal deadline, and may be submitted via either e-mail (purchasing@franklinton.gov) or fax (615/550-0079).
 - b. After the proposal submittal deadline, submitted proposals may not be withdrawn.
 - c. Before award, all proposals 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 proposer’s Proposal Submittal Form as the “last date that proposal and associated pricing is valid and may be accepted by the City.”

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

- d. After award, the accepted proposal and associated pricing shall be considered valid for the term of award (see Request for Proposals).
6. Submittal timing: Proposals are to be delivered *no earlier than* five (5) City of Franklin business days before the submittal deadline. Proposals 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. Proposals rejected on account of timing: Submitters of proposals rejected on account of timing shall be notified by the City of such rejection as soon as practicable. Proposals 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 proposals 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. Proposal to be sealed: Each proposal shall be submitted inside one (1) or more sealed container(s).
9. Submittal to include one (1) set of original documents plus one (1) complete digital set: Please submit one (1) set of proposal documents with original signatures plus one (1) complete digital set. The digital set shall be loaded on either a CD or a flash drive that itself is labeled with the proposer's name. The contents of the digital set shall contain no more and no less than, and shall be in the same order as, the contents of the proposal documents with original signatures.
10. Proposal submittal contents: Included with the proposal are to be the following:
 - a. City of Franklin Proposal Submittal Form, executed in full;
 - b. Detailed vendor-supplied description of proposed product(s) and/or service(s);
 - c. Identification, listing and description of any exceptions to the procurement solicitation;
 - d. Contact information for required references (see Request for Proposals);
 - e. City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;
 - f. Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions;
 - g. City of Franklin Affidavit of Non-Collusion, executed in full;
 - h. City of Franklin Affidavit of Title VI Compliance, executed in full; and
 - i. if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

11. Proposal container label: The outside face of the proposal container(s) shall be labeled with the following information:

- a. the proposer's name and address; and
- b. the following text:

SEALED PROPOSAL

City of Franklin solicitation no.

**2015-013 (services related to
sanitary sewer flow meters and
rain gauges)**

**NOT TO BE OPENED EXCEPT AT
PROPOSAL OPENING January 8,
2015, 2:00 p.m. Central Time**

12. Delivery of proposals:

- a. Proposals 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. Proposals must be printed on paper and signed. A proposal may be mailed via U.S. Mail or shipped or hand-delivered via courier. Proposals submitted to the City electronically (e.g., via e-mail or fax) are not permitted and shall be rejected.
- c. A proposal 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 proposal that is en route via U.S. Mail or courier, or delivery of a proposal to another City office or location, does not in and of itself constitute delivery of that proposal to the City of Franklin Purchasing Office.
- d. The Purchasing Office shall exclusively determine whether a proposal 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. Tabulation of proposals; notice of intent to award: The tabulation of proposals received, as prepared by the City, may also indicate a recommendation as to the selection of the proposal that best meets the needs of the City, in which case the tabulation of proposals received also functions as the City's notice of intent to award. Proposers may request a copy of the tabulation of proposals 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 proposals received and notice of intent to award (see Request for Proposals).

City of Franklin Instructions for Proposers

Purchasing Office Solicitation No.: 2015-013

14. Awards to be made by BOMA: Purchases shall be awarded by the City of Franklin's Board of Mayor and Aldermen. See Request for Proposals for tentative date of award. Purchases shall be awarded to the proposer who submits the proposal that best meets the needs of the City. The awards shall be memorialized in writing, using the City's Procurement Agreement form.
15. Other documents to be required of successful proposer: Before award of the procurement by the City, the successful proposer (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 proposer to be awarded the procurement, the final terms and conditions of which are mutually acceptable to both parties, executed for the vendor;
 - b. Indemnification Agreement, executed in full;
 - c. Certificate of Insurance that meets or exceeds the City's Insurance Requirements;
 - d. City of Franklin Procurement Agreement form, 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 of Franklin Vendor Information Form and IRS Form W-9 (both of which forms are available upon request from the Purchasing Office).
16. City's right to reject proposals, waive formalities: The City of Franklin reserves the right to reject any and all proposals, and to waive formalities.
17. Errors and omissions (see also "Withdrawal of proposals; expiration of submittal validity" above):
 - a. Errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet that are discovered by the vendor before submittal shall be corrected by the vendor. If such a correction results in altering but not replacing one or more documents, then the vendor's representative shall initial each such correction in non-erasable ink.
 - b. Errors made by the proposer on the Proposal Submittal Form or elsewhere in the proposer's submittal packet that are discovered by the proposer after submittal but before the proposal submittal deadline may be corrected by the proposer but only by submitting such replacement documents as necessary to make the correction. Such a submittal of replacement documents shall be labeled "SEALED AMENDED PROPOSAL" and shall otherwise be submitted pursuant to the same instructions above as for the submittal of the original proposal documents. Such a submittal of replacement documents shall not be submitted electronically, and shall not be submitted after the proposal submittal deadline.
 - c. Uncorrected errors made by the vendor on the Proposal Submittal Form or elsewhere in the vendor's submittal packet shall be considered on a case-by-case basis by the City. Uncorrected errors made by the vendor may be deemed by the City to be so severe as to make the submittal non-responsive. At the discretion of the City, vendors

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may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal. In the case of a discrepancy between the vendor's unit price for a particular line item as quoted in the proposal and the unit price calculated by dividing the vendor's extension price for that same line item by the quantity indicated for that same line item, then the vendor's unit price for that line item as quoted in the proposal shall prevail.

- d. Omissions from a vendor'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 submittal non-responsive. At the discretion of the City, vendors may be permitted to clarify a submitted proposal, but no submittal shall be altered or amended by the vendor after submittal.

- 18. 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@franklintn.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).

- 19. 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.
- 20. 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

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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>.

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1. Solicitation identified: This Request for Proposals applies to the following procurement:
supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges
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2. Notice to **Vendors** publication date: **November 6, 2014**
3. Solicitation release date: **November 6, 2014**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 11, 2014, 2:00 p.m. Central Time**
5. Proposals submittal deadline and scheduled opening: **January 8, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **February 20 or March 6, 2015
(depending upon whether interviews are conducted)**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 10 or March 24, 2015
(depending upon whether interviews are conducted)**
8. Objective: To secure, by means of a competitive procurement process, the selection of a responsive and responsible **Vendor**, that best meets the needs of the **City of Franklin**, to furnish all labor, materials and means necessary to supply, deliver, install, operate and maintain for the **City of Franklin** Engineering and Water Management departments the products and services described below. See the accompanying Instructions for **Vendors** for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to this procurement solicitation, potential **Vendors** may request revisions to the same before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation. See the accompanying Instructions for **Vendors** for contact information.
 - b. Any deviation or variance from this procurement solicitation shall be identified by the **Vendor** as an exception.
 - c. Any exception to this procurement solicitation shall be listed in detail. Such listing shall include a description of exactly how such exceptions deviate from the **City's** expectations

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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 shall be considered by the **City** as a factor in the award selection criteria.

10. General terms and conditions:

- a. Proposal price: The proposal price shall include all equipment, labor, materials, permit(s), freight and required insurance to render the specified service(s).
- b. Delivery terms: As a matter of practice, the **City of Franklin** expects vendor to ship any and all deliverables FOB destination, freight prepaid and added. The **City's** preferred delivery terms, as described in the preceding sentence, are offered to the proposer as a condition of award. If the **City's** preferred delivery terms are unacceptable to the **Vendor**, then the **Vendor** shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the **City's** selection criteria. Delivery terms are non-negotiable after award is made.
- c. Payment terms: As a matter of practice, the **City of Franklin** pays for goods and/or services only after receipt and acceptance by the **City** of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 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 proposer as a condition of award. If the **City's** preferred payment terms are unacceptable to the **Vendor**, then the **Vendor** shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the **City's** selection criteria. Payment terms are non-negotiable after award is made.
- d. Applicable laws and regulations: All applicable federal and state laws, **City** ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in procurement solicitation the same as though they are written out in full herein.
- e. Use of subcontractors: The successful **Vendor** may subcontract any portion of the award but only with the prior consent of the **City**. Requirements for references and insurance shall apply to any subcontractor.
- f. Safe work area: The successful **Vendor** will be expected to utilize best practices to minimize the risk of personal injury to the public, **City** personnel and employees of the **Vendor** and/or the **Vendor's** subcontractors, if any.
- g. Other documents to be required of successful **Vendor**: See the accompanying "Instructions for **Vendors**" for a listing of other documents to be required of the successful **Vendor**.
- h. Damages: The successful **Vendor** shall be responsible for any damages it causes in the course of performing the specified service(s), and shall repair or replace any damaged property to the satisfaction of the **City of Franklin** at its own expense.
- i. Terms and Conditions: By submitting its proposal, the **Vendor** certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and

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conditions identified and listed in the **City of Franklin** Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

- j. Refusal to honor submittal: If and after an award is made by the **City**, if the **Vendor** refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the **City** shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- k. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its proposal, the **Vendor** indemnifies and holds the **City of Franklin** harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the **City's** reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- l. Drug-free workplace. The **City** is requiring respondents to this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete proposal, the **City's** Affidavit of Drug-Free Workplace, executed in full, and to attest that the 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**. The **City** operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The **City's** drug-free workplace program may be described as follows:

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

11. Detailed requirements: Please note:

- **Vendors** are required to submit with their proposal a detailed description of all proposed products, items and/or services.
- **Vendors** are required to list any and all aspects of the **City's** procurement solicitation to which their proposal takes exception, to describe in that document exactly how such exceptions deviate from the **City's** expectations as expressed and implied by the procurement solicitation, and to indicate why such exceptions should be judged by the **City** to meet or exceed those expectations.

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11.1. Overview and purpose

The **City** is responsible for the operation and maintenance of the wastewater collection system including gravity sewer lines, force main lines and sewage lift stations located throughout the service area. As part of the hydraulic model that is currently being developed and in addition to on-going capital improvement projects, the City would like to assess growth and future conditions associated with wastewater flow within the collection system.

The **City** is seeking to retain a qualified and competent **Vendor** to furnish, install, and maintain flow meters and rain gauges at designated sites. The flow meters and rain gauges shall be capable of isolating and measuring sewer flows and rainfall data. The wastewater flow monitoring program will provide data needed to meet the following objectives:

- A. Develop inflow and infiltration (I/I) estimates;
- B. Develop dry weather flow estimates;
- C. Quantify flow from different basins;
- D. Quantify rainfall data within the basin;

The City anticipates the need at the outset of the term of award for supply, delivery, installation, operation and maintenance of 13 permanent wastewater flow meters, 17 temporary wastewater flow meters and 5 rain gauges throughout the **City**. The City anticipates that an unspecified quantity of additional flow meters and rain gauges may need to be provided before the end of the term of award. The designated sites are indicated in **Attachment A**. The City intends for the **Vendor** to provide all equipment necessary to render the required services. The City does not intend to purchase or provide or take ownership of any of the required flow meters and rain gauges.

11.2. Term of award

The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of three (3) years, effective upon a date to be established by the Procurement Agreement by and between the **City** and the **Vendor**. At any time after commencement but before or as soon as practicable after the expiration of this term of award, the **City** and the **Vendor** may exercise an option to extend the term of award twice, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the **Vendor** chooses not to consent to an extension to the term of award, then it shall notify the **City** of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the **City** and the **Vendor** each specifically retain the right, with or without cause, not to extend the term of award.

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11.3. Anticipated scope of work and deliverables

The **City** seeks to retain the services of a qualified and competent **Vendor** to furnish, install, and maintain flow meters and rain gauges at designated sites. Such services are anticipated to include, but may not necessarily be limited to:

1. Flow monitoring services
2. Rain gauge services
3. Data Management and Maintenance Services
4. Safety Services (Traffic Control, OSHA, Health and Safety Plans, etc.)

11.4. Services to be rendered

11.4.1. Flow Monitoring Services

Flow monitoring services shall include site investigation, installation, calibration, operation and maintenance, and data collection for each flow monitoring location indicated in **Attachment A**. The **Vendor** shall provide a site installation report to include: location map, digital photos of each site, manhole depth, invert depths (from top of manhole), inside of the manhole showing manhole flow configuration (influent, effluent pipes) typical hydraulic conditions, any unusual observations made by the field crews at the installation location, photo of the installed equipment, pipe material, recommendations for alternate sites, if applicable.

Minimum Flow Metering Equipment Specifications and Services:

1. Each flow meter should be ideal for accurately measuring sanitary sewer flows in open channel collection systems. The line size in the collection system range from 8" to 60". Each flow meter shall be capable of measuring flow levels as low as ¼" up to 60" or greater, depth conditions where surcharging occurs above the crown of the pipe and varying velocity measurements.
2. Installation and calibration must be certified by the **Vendor**. Recalibrations must be performed by the **Vendor** as needed, at any time that the meter is replaced or the data is out of the acceptable margin of error.
3. The sites do not have power supply; therefore all meters must have battery power supply. All sites must be capable of transmitting data wirelessly.
4. The **City** will not be held responsible for damage to flow monitoring equipment for the period in which the **Vendor** is responsible for maintenance and operation of said equipment.
5. All Components of each flow meter must be capable of operating in corrosive environments in temperatures ranging from 0°F to 140°F and up to 95% humidity.
6. The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification. Some meters lie within secure **City** facilities and will require coordination with the **City** for replacement and maintenance of equipment with a minimum of 24 hours advance notice.

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7. Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated with debris, surcharge conditions, battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.
8. The **Vendor** is responsible for securing the flow metering sites at all times while flow meters are installed.
9. The proposed flow monitoring devices must utilize sold-state electronics with capability of measuring and recording wastewater depth and mean velocity at 5-minute intervals. Data will be collected at a default of 15-minute intervals, unless directed otherwise by the **City**. The flow monitoring devices shall trigger alarms to warn **City** representatives of surcharging or possible obstructions within the sewer pipe. The following automated alarming feature shall be included when 85% full pipe is reached: dynamic logging shall switch from 15-minute data readings to 5-minute data readings.

11.4.2. Rain Gauge Services

Rain gauge data shall include date, time, and rainfall depth reported in hundredths of an inch at not more than 15-minute increments. Times reported for flow data and rainfall data shall be synchronized.

Minimum Rain Gauge Equipment Specifications and Services:

- 1) The proposed Rain Gauges shall measure rainfall in 0.01" increments and shall have an accuracy of 0.5% at 0.5" per hour.
- 2) Installation and calibration must be certified by the **Vendor**. Recalibrations shall be performed and certified by the **Vendor** as needed, at any time that the gauge is replaced or the data is out of the acceptable margin of error.
- 3) The sites do not have power supply; therefore all meters must have battery power supply. All sites must be capable of transmitting data wirelessly.
- 4) All Components of each rain gauge must be capable of operating in temperatures ranging from 32°F to 135°F and maintain a ± 1 minute per month time base accuracy.
- 5) The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification.
- 6) Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.
- 7) The **Vendor** is responsible for securing the gauge sites at all times while rain gauges are installed.

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11.4.3. Data Transmission, Management and Maintenance Services

The **Vendor** is responsible for procuring and maintain data transmission, management and maintenance services for all the flow monitoring and rain gauge station locations. The **Vendor** shall provide:

1. Wireless data transmission at each site calling in hourly to update the webpage with raw data.
2. Private web page, accessible only by authorized persons, for viewing collected data at all times. The Vendor shall offer data transmission support within 24 hours of notification.
3. Payment for the data collected at each site will only be granted if valid data is collected more than 95% of the time.
4. The Vendor shall provide maintenance and upgrades to the data transmission software, including City web page and provide data backup services.
5. The Vendor shall provide adequate training to City on use of web page and software use to obtain data.

The **Vendor** shall provide mobile telemetry communications to collect data and monitor equipment performance to help assure system uptime. The **Vendor** shall be reasonable for providing unlimited data storage associated with the flow and rainfall data and provide 24/7 access to unedited real-time data. All cost shall be included in the Data Collection / Maintenance cost and indicated in writing within the proposal.

The **Vendor** shall perform routine maintenance of the flow monitor installations and maintenance of rain gauge installations as needed and when necessary at each flow monitoring and rain gauge site where data indicates operations problems or equipment telemetry alarms indicate a problem. The **Vendor** shall guarantee a 95% uptime and accuracy of all data reported.

Routine maintenance includes verification of monitor calibration using independent velocity and depth measurement devices, verification of proper data collection and recording, cleaning of velocity and depth sensors, removal of accumulated sediment and debris in the vicinity of the flow monitor installation, and battery replacement. Monitoring of calibration shall be conducted over a range of flows and depths so as to properly understand conditions at the site that could lead to unusual vertical velocity profiles or horizontal distributions that could impact monitor accuracy.

Each field crew shall include a foreman or supervisor who has no less than five years of hands on experience in the installation and maintenance of the type of flow monitoring and rain gauge equipment. Resumes of each foreman or supervisor shall be provided to the **City** along with training certificates. Should field crew personnel change over the course of the project, new resumes of replacement staff shall be provided prior to their replacement along with training certificates specific to implemented flow monitoring equipment at the time of service. The **Vendor** shall provide a 24-hour accessible contact number for the responsible project manager.

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11.4.4. Safety Services (Traffic Control, OSHA, Health and Safety Plans, etc.)

The **Vendor** shall be responsible for providing all necessary traffic control in accordance with the US Department of Transportation Federal Highway Administrations Manual on Uniform Traffic Control devices. **Vendor** shall coordinate with **City** a minimum of 48 hours in advance of instances of traffic control being required.

In conformance with OSHA requirements, the **Vendor** shall be responsible for any confined space entry permits, health and safety plans, and shall take appropriate precautions during manhole entry during execution of this project. The **Vendor** shall also be responsible for complying with all local regulations related to public safety and traffic control.

11.5. Evaluation criteria

The following criteria shall be used to evaluate response submittals:

- A. Competency, experience and qualifications: Competency, experience and qualifications of the firm, as well as of key personnel to be assigned to the project, with projects of similar scope for clients of similar description. Quality and relevance of the identified client references. Any conflicts of interest between the firm and/or its key personnel and the **City**. Whether the firm has the financial wherewithal to perform the services described by the Request for Proposals. Value: up to 30 points.
- B. Thoroughness and quality of proposal: Thoroughness and degree of responsiveness of the proposal to the Request for Proposals, including the instructions. Degree to which the proposal conveys an understanding of the **City's** needs. Degree to which the proposal predicts the results of the **City** accepting that proposal and whether those results would address the **City's** stated goals and objectives. Value: up to 20 points.
- C. Schedule: Acceptability of proposed project schedule. Value: up to 20 points.
- D. Fee for proposed products and services: Value of grand total pricing, including expenses, with more points awarded to lower pricing. Value: up to 30 points.

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11.6. Information required to be included in proposal

The following information shall be included by the potential service provider in its submittal in order for it to be considered responsive:

A. Competency, experience and qualifications:

1. Overview of the firm including organizational structure (e.g., publicly held corporation, private non-profit, partnership, etc.) and a brief history.
2. Describe the firm's experience, expertise, and capabilities, especially with respect to similar projects and clients, that makes it well qualified for this project.
3. Identify key personnel that would be assigned to this project and identify each individual's education, certifications, experience, and qualifications that makes him/her well qualified for this project.
4. Indicate the degree of availability of each identified individual for this project. Identify the number of additional projects which will be managed by key personnel during the timeframe of this project.
5. Identify how long the organization has been providing the services being requested.
6. Describe the firm's past success, including whether the project was completed on time, within budget and to a high level of quality, especially with respect to similar projects and clients.
7. List at least three (3) but no more than five (5) clients for whom, within the last three (3) years, the firm has provided services closely resembling the services being requested. For each client, describe the type of work performed by the firm, indicate similarities and differences of the client with the **City**, and note the period of time the firm was or has been retained as a client. For each client, include the name, title, street address, current e-mail address, and current telephone number of the person best informed and qualified to speak about the project that the **City** may contact as a reference for that client.
8. Indicate the presence or absence of any conflict of interest between the firm and/or its key personnel and the **City**.
9. Describe, and provide documentation to support the description of, the firm's financial wherewithal to perform the services requested.
10. Indicate the ability of the firm to meet the **City's** insurance requirements (see below).

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B. Thoroughness and quality of proposal:

1. Provide evidence that you understand the **City's** needs as described in the Request for Proposals.
2. Provide evidence that you have responded thoroughly to the Request for Proposals, including the instructions.
3. Predict the likely outcome from the **City's** perspective if the **City** should choose to accept your proposal. Identify and describe the benefits the **City** would be likely to derive from accepting your proposal, and what measures the respondent would employ to maximize the likelihood of the **City** achieving those benefits.
4. Indicate whether the **City** accepting your proposal would be likely to result in the **City** achieving its objectives. Explain whether and how the likely outcome predicted by the respondent would advance the **City's** interests.

C. Schedule:

1. Present a proposed project schedule which identifies all major events and tasks to be performed by the firm and the **City**, to include meetings and milestones. The schedule shall include allowances for periods of times and meetings required for **City** input as well as for the **City's** review and approval of submissions. The target date of completion of the initial installation, calibration and activation of the website and Site Installation Report (see Section 11.4.1) shall be two (2) months following issuance by the **City** of the notice to proceed. A completion date earlier than this date would be welcome.
2. Provide evidence of the firm's ability to complete and capacity to deliver the scope of work within the time frame indicated in the proposal.

D. Fee for proposed products and services:

1. Indicate on the Proposal Submittal Form the amount of the proposed fees. Proposed fees shall be all-inclusive of any expenses to be passed on to the City.

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11.7. Insurance Requirements

Before award of the procurement by the **City**, the successful **Vendor** 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

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 **Vendor** 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.

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 **Vendor** 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.

The successful **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.

Proposal Submittal Form

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

City of Franklin, Tennessee

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Vendor's name, street address, and mailing address:					
Vendor's contact person's name (printed), title, telephone number and e-mail address:					
Does the proposer take any exceptions to the City's procurement solicitation?		☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.			
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?		☐ Yes, see enclosed. ☐ No, proposer takes no exceptions.			
Proposed fees for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges (all-inclusive of any expenses to be passed on to the City):					
Item	Description (O&M means operation and maintenance; I&R means installation and removal)	Quantity	Units	Unit Price	Extended Price (Quantity multiplied by Unit Price)
1	Permanent Flow Monitor O&M	13	Cost/Month	\$_____ ea. / mo.	\$_____ / mo.
2	Permanent Rain Gauges O&M	5	Cost/Month	\$_____ ea. / mo.	\$_____ / mo.
3	Permanent Flow Monitor I&R	13	Each	\$_____ per each	\$_____
4	Permanent Rain Gauges I&R	5	Each	\$_____ per each	\$_____
5	Temporary Flow Monitor O&M	17	Cost/Month	\$_____ ea. / mo.	\$_____ / mo.
6	Temporary Flow Monitor I&R	17	Each	\$_____ per each	\$_____
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to proposer?			☐ 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 proposer?			☐ Yes. ☐ No, proposer requests the following payment terms: _____.		
Last date (no sooner than April 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:					

Proposal 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.: 2015-013

Proposer'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 included with this Proposal Submittal Form in the submittal? • Detailed vendor-supplied description of proposed product(s) and/or service(s); • Identification, listing and description of any exceptions to the procurement solicitation; • Contact information for required references (see Request for Proposals); • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; • Affidavit of Non-Collusion, executed in full; • Affidavit of Title VI Compliance, executed in full; and • if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☐ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☐ Addendum No. _____ received. ☐ Addenda Nos. _____ received. ☐ No addenda received.
Signature of proposer'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 proposal submitted herewith.	_____ (signature)
Title of proposer'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. _____-_____)

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. ____ - ____

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)

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

Form revised 02/25/2005

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.: 2015-013

1. Solicitation identified: This Addendum No. 1 applies to the following procurement:
supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges
Purchasing Office Solicitation No.: 2015-013
2. Notice to **Vendors** publication date: **November 6, 2014**
3. Solicitation release date: **November 6, 2014**
4. Addendum No. 1 release date: **November 17, 2014**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 11, 2014, 2:00 p.m. Central Time**
6. Proposals submittal deadline and scheduled opening: **January 8, 2015, 2:00 p.m. Central Time**
7. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **February 20 or March 6, 2015
(depending upon whether interviews are conducted)**
8. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 10 or March 24, 2015
(depending upon whether interviews are conducted)**
9. Addendum:

In reference to the City of Franklin's November 6, 2014 Purchasing Office Solicitation No. 2015-013 for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, the City has determined that certain aspects of the solicitation need to be revised.

The purpose of this Addendum No. 1 is: (1) to announce to all vendors who are known or thought to be interested in responding to the referenced solicitation the City's determination to revise certain aspects of the Request for Proposals; and (2) to release the revisions made to date to the Request for Proposals.

Following are the revisions made to date to the Request for Proposals:

- a. Attachment A to the Request for Proposals was inadvertently omitted from the package of solicitation documents as originally released. It is therefore being released with this Addendum No. 1.

City of Franklin Addendum No. 1 to

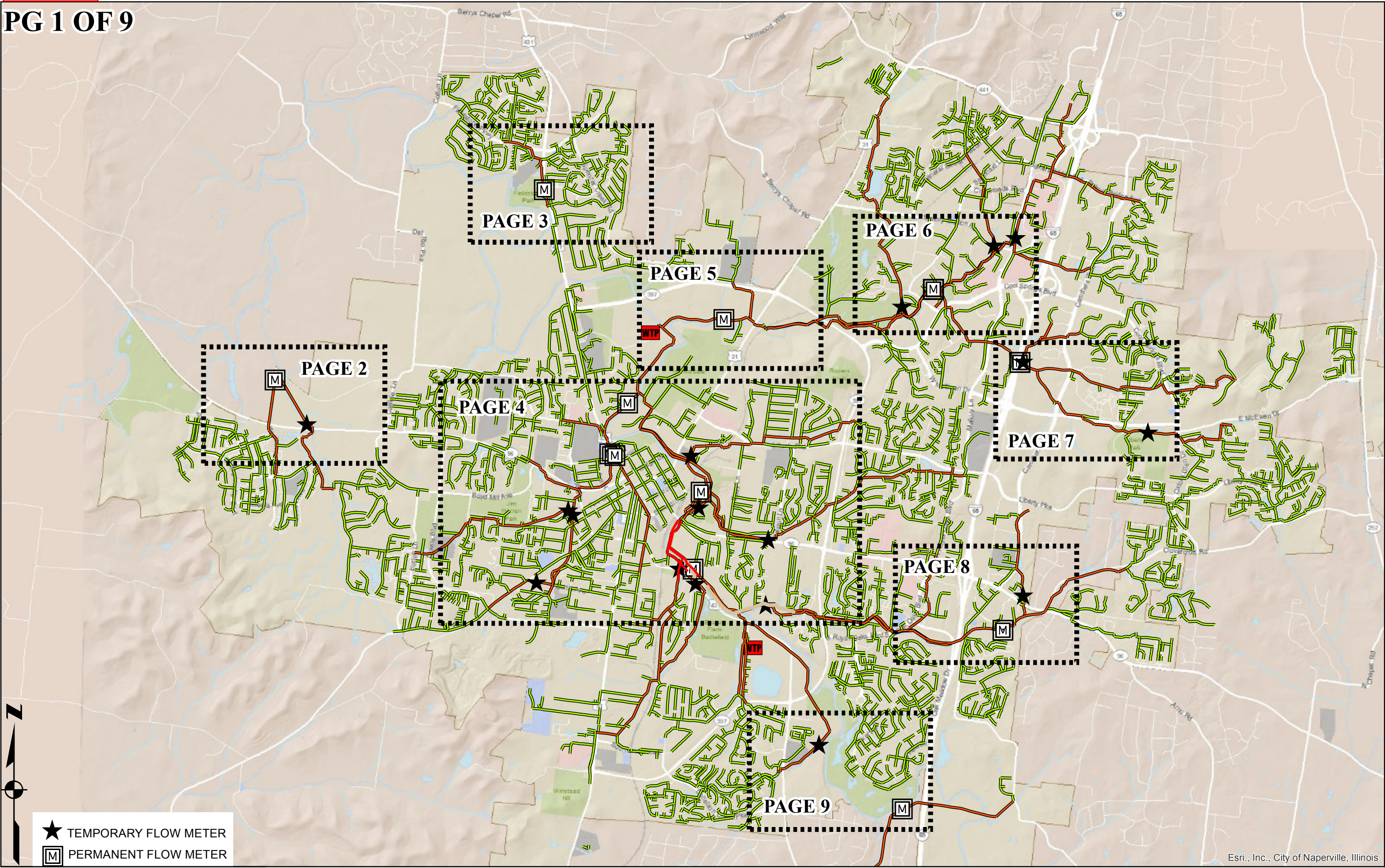
Purchasing Office Solicitation No.: 2015-013

- b. The duration of the length of term for the 17 temporary wastewater flow meters was inadvertently omitted from the Request for Proposals. The duration of the length of term for the 17 temporary wastewater flow meters is four (4) months. Note that the duration of this length of term is an estimate and neither a guaranteed minimum nor a guaranteed maximum.
10. Proposal submittal deadline and scheduled opening: Please note that the submittal deadline and scheduled opening of all proposals received remains unchanged and is:
- January 8, 2015, 2:00 p.m. Central Time**
11. Acknowledge receipt of Addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions, 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 prior to the **December 11, 2014, 2:00 p.m. Central Time** deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the procurement solicitation, please contact:

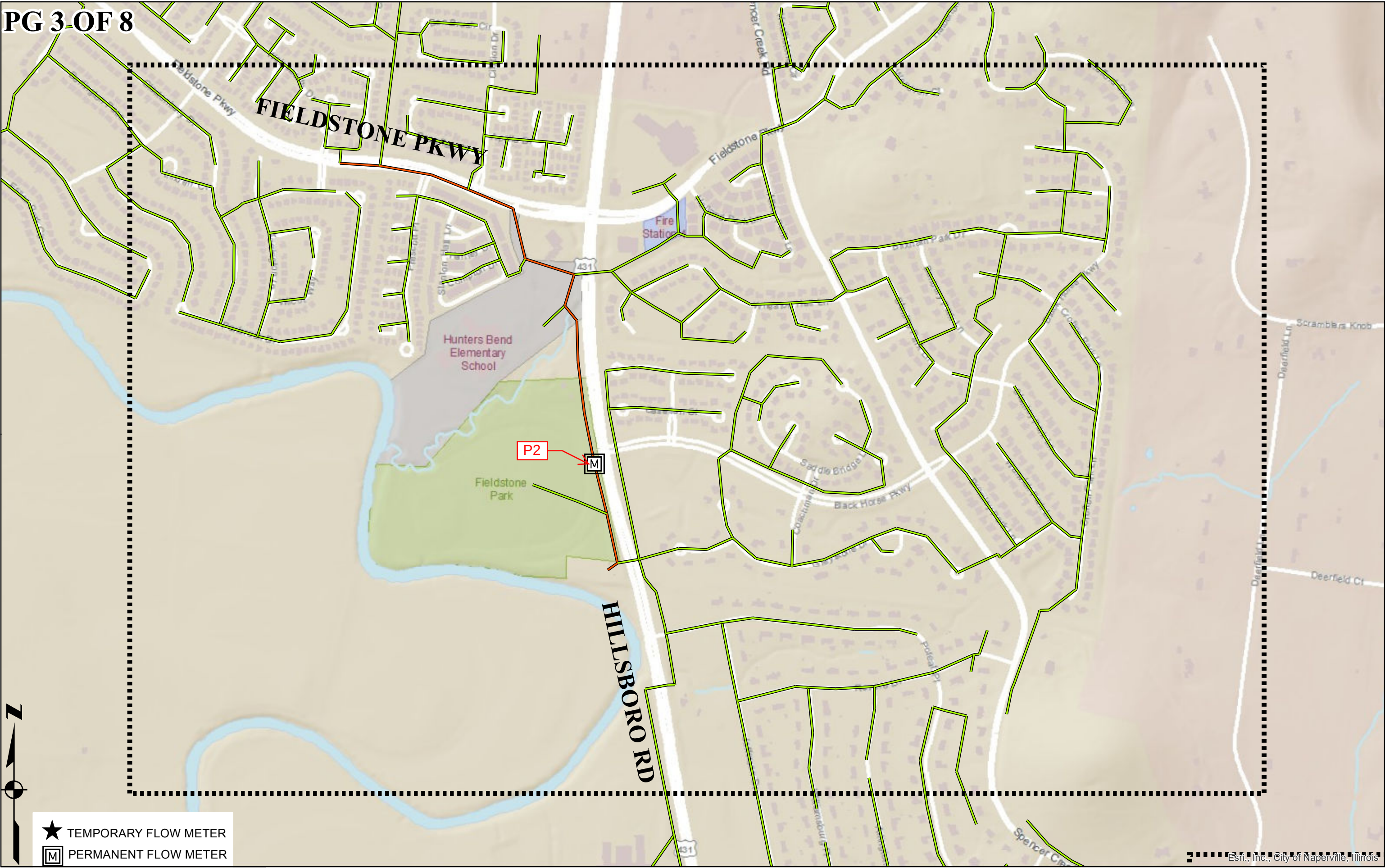
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklintn.gov
Tel: 615/550-6692
Fax: 615/550-0079

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.

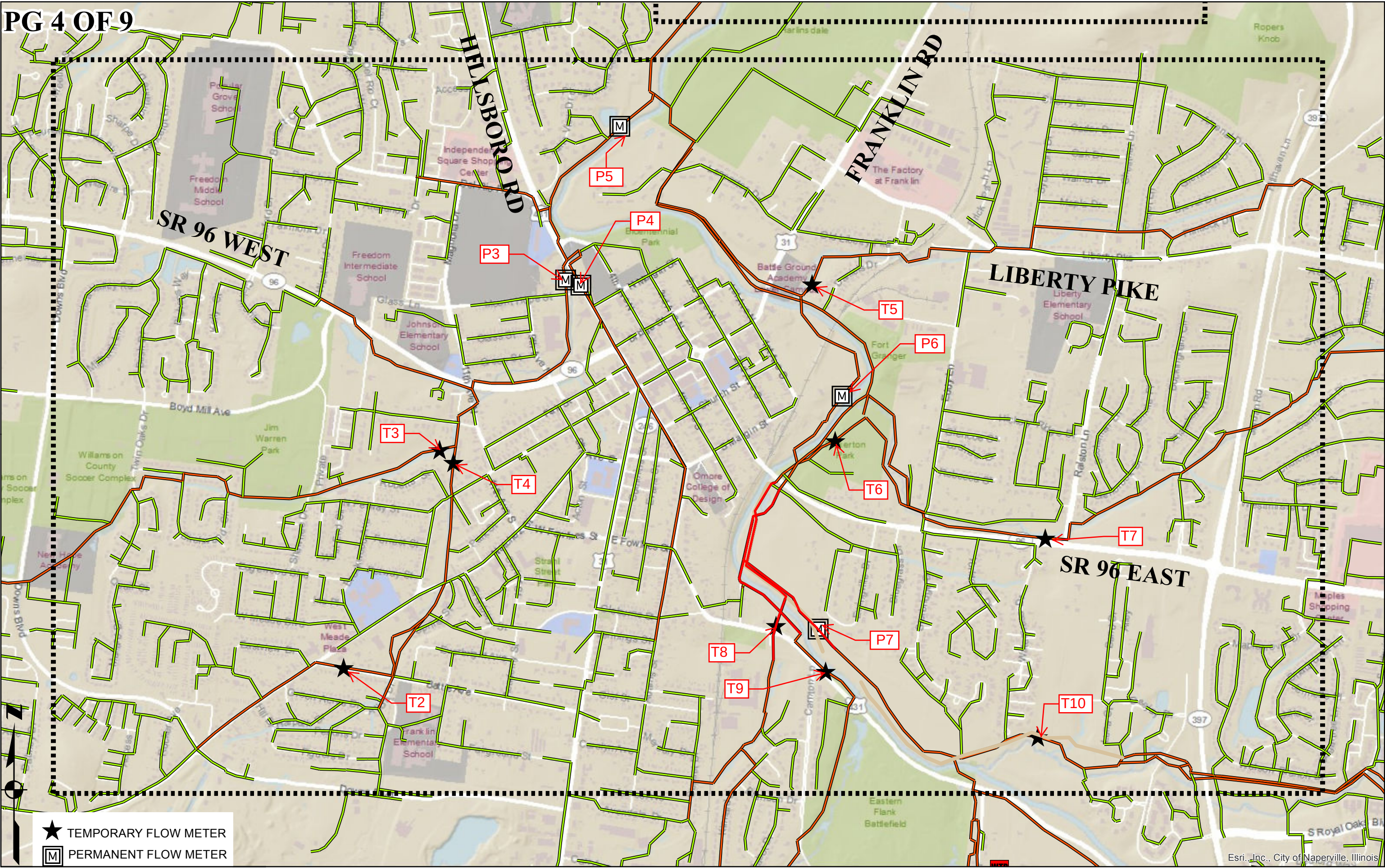
13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content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





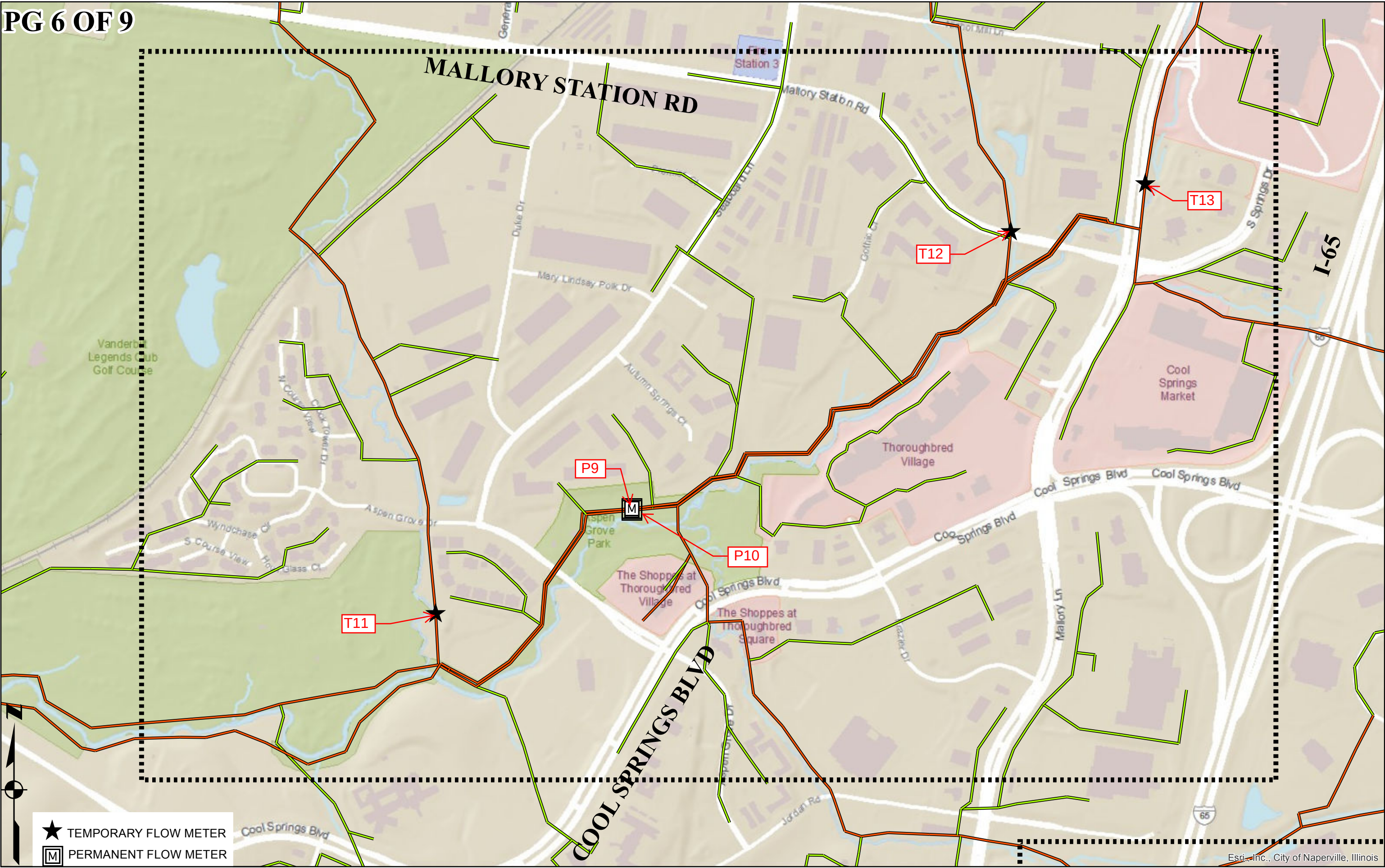


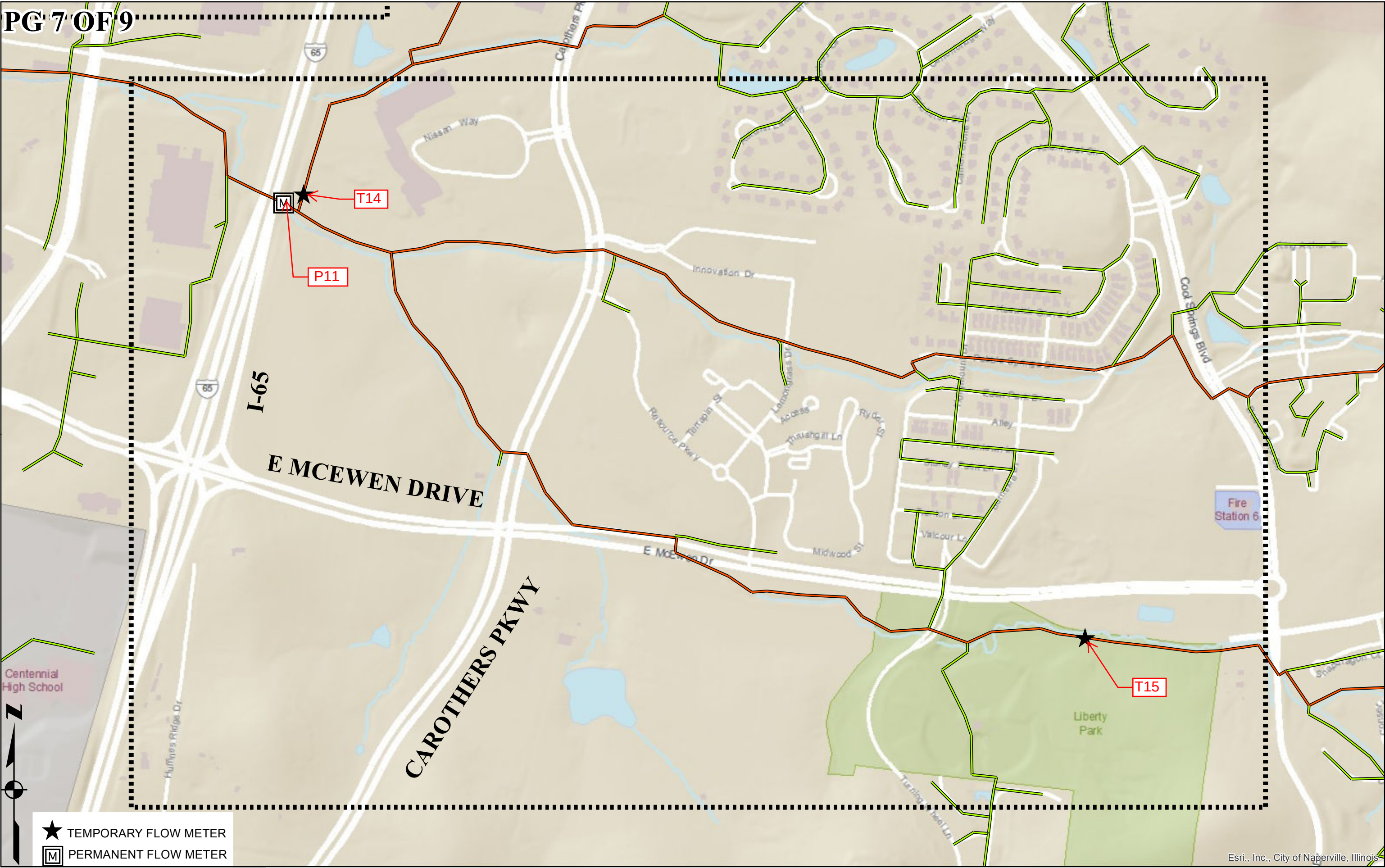
- ★ TEMPORARY FLOW METER
- PERMANENT FLOW METER

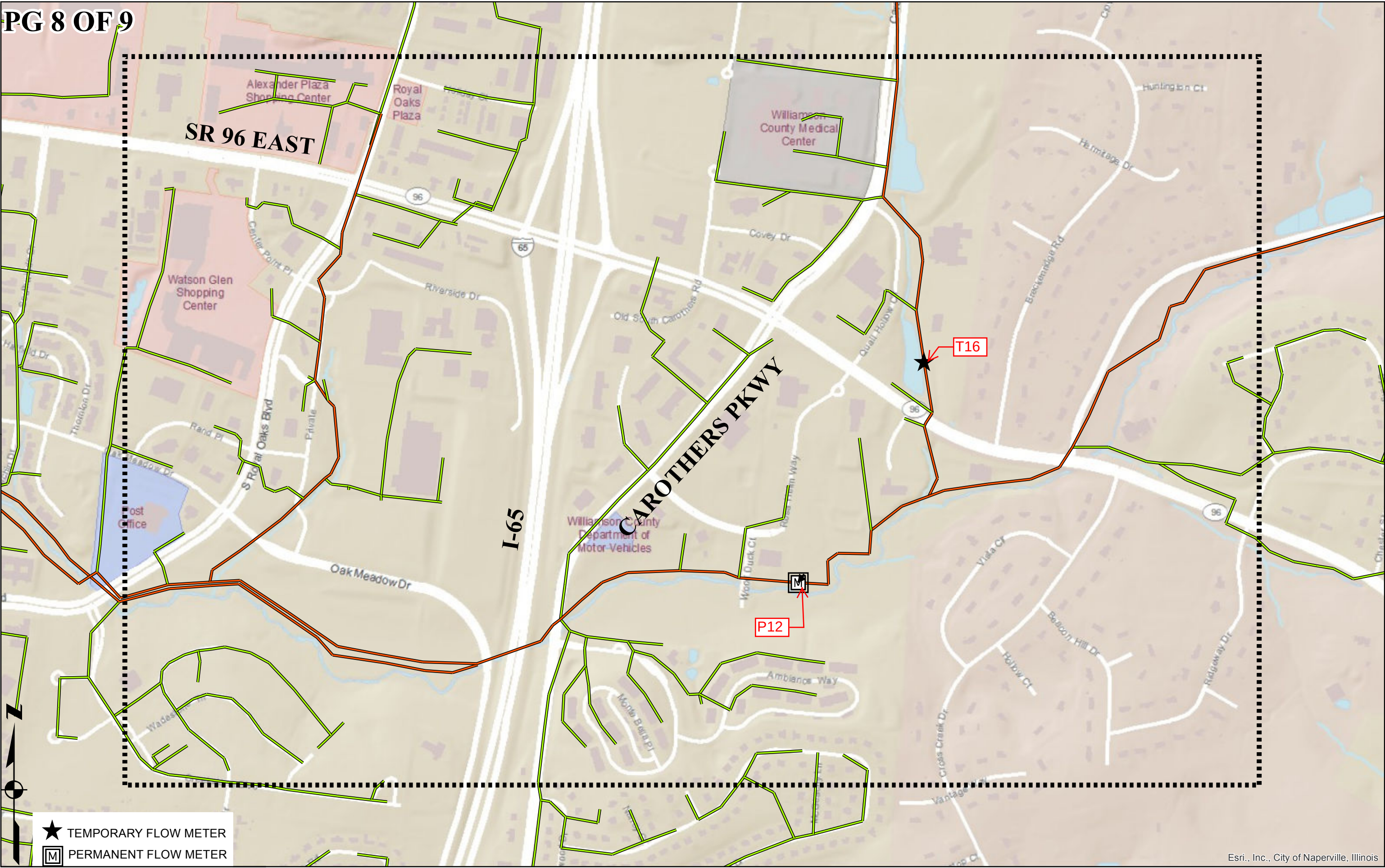


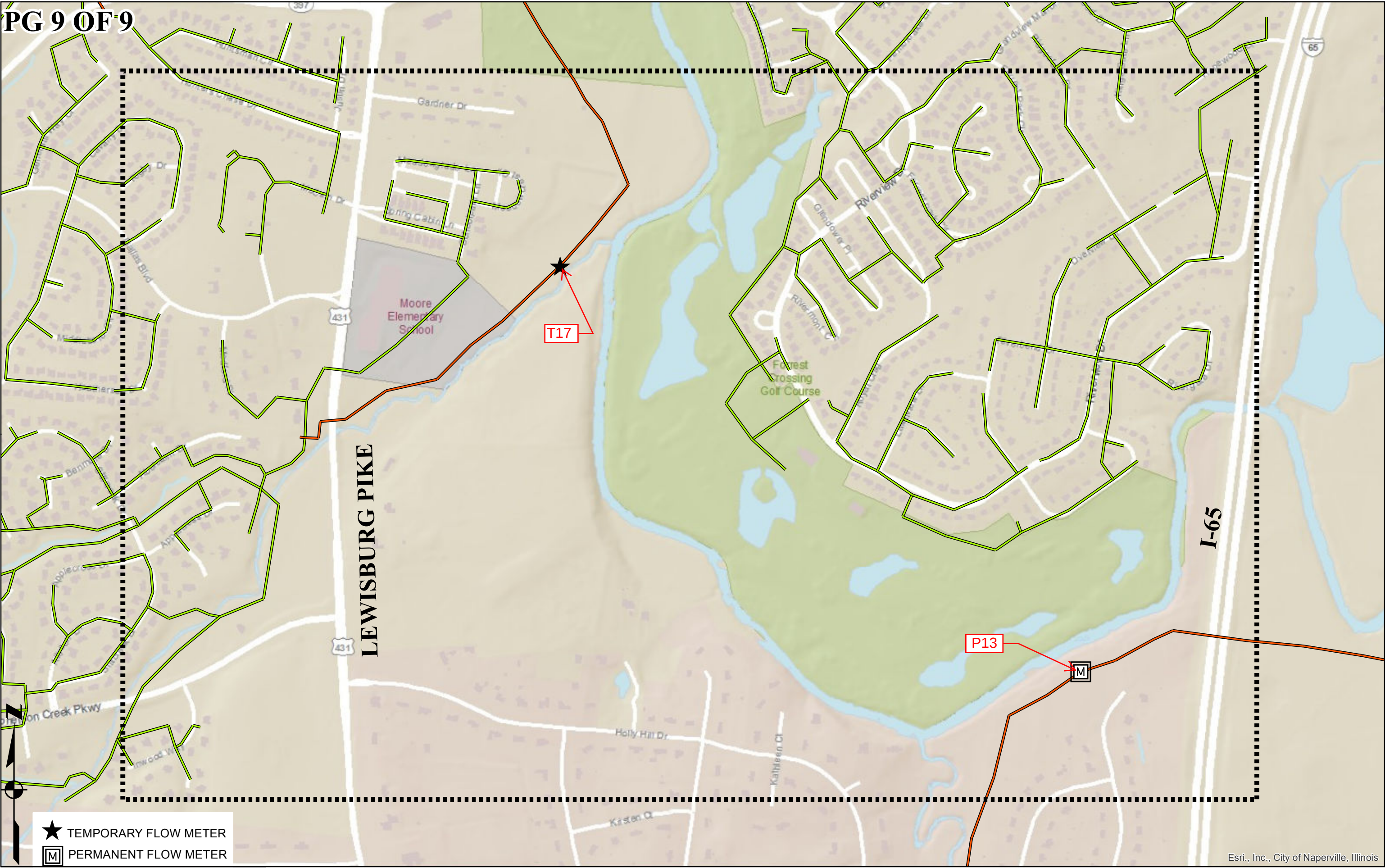


★ TEMPORARY FLOW METER
[M] PERMANENT FLOW METER









City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-013

1. Solicitation identified: This Addendum No. 2 applies to the following procurement:
supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges
Purchasing Office Solicitation No.: 2015-013
2. Notice to **Vendors** publication date: **November 6, 2014**
3. Solicitation release date: **November 6, 2014**
4. Addendum No. 1 release date: **November 17, 2014**
5. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 11, 2014, 2:00 p.m. Central Time**
6. Addendum No. 2 release date: **December 22, 2014**
7. Proposals submittal deadline and scheduled opening: **January 8, 2015, 2:00 p.m. Central Time**
8. Tentative date of release of City's tabulation of proposals received and notice of intent to award: **February 20 or March 6, 2015**
(depending upon whether interviews are conducted)
9. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the proposal that best meets the needs of the City: **March 10 or March 24, 2015**
(depending upon whether interviews are conducted)

10. Addendum:

In reference to the City of Franklin's November 6, 2014 Purchasing Office Solicitation No. 2015-013 for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges, as amended by Addendum No. 1 thereto, the City has been asked certain questions about the solicitation by one or more vendors who are potential proposers.

The purpose of this Addendum No. 2 is to provide vendors who may 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 proposals received remains unchanged and is:

January 8, 2015, 2:00 p.m. Central Time

City of Franklin Addendum No. 2 to Purchasing Office Solicitation No.: 2015-013

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

Q1: Sec 11.4.1(4) – Vendor is responsible for damages to equipment including acts of vandalism and theft. We would request that acts of vandalism and theft are the responsibility of the City as the Contractor is not in control of the manholes in which the equipment is placed.

A1: Section 11.4.1(4) of the City's Request for Proposals pertaining to this procurement solicitation reads as follows:

The **City** will not be held responsible for damage to flow monitoring equipment for the period in which the **Vendor** is responsible for maintenance and operation of said equipment.

Section 11.4.1(7) of the same Request for Proposals reads as follows:

Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated with debris, surcharge conditions, battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.

The City declines to revise either section 11.4.1(4) or section 11.4.1(7) of the referenced Request for Proposals. The Equipment shall be owned by the Vendor and should be adequately insured by the Vendor. However, at Vendor's request, the City may identify secure locations for the flow monitoring equipment. These locations could include City Facilities, Pump Stations, etc. Regardless, any cost associated with repairs and/or maintenance, as that term is defined in section 11.4.1(7) of the referenced Request for Proposals, shall be paid by the Vendor and will not be incurred by the City.

Q2: Section 11.4.1(6) – Vendor must provide a response to a request for maintenance within 24 hours of notification. [We] would like to request that this read two business days to eliminate potential overtime and weekend costs that would increase prices.

A2: Section 11.4.1(6) of the City's Request for Proposals pertaining to this procurement solicitation reads as follows:

The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification. Some meters lie within secure **City** facilities and will require coordination with the **City** for replacement and maintenance of equipment with a minimum of 24 hours advance notice.

The City hereby revises section 11.4.1(6) of the referenced Request for Proposals to read as follows:

The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within two **City** business days of notification. Note that some meters lie within secure **City** facilities and will

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-013

require coordination with the **City** for replacement and maintenance of equipment with a minimum of 24 hours advance notice. Note also that, according to a provision of section 11.4.3 of the referenced Request for Proposals, “The **Vendor** shall guarantee a 95% uptime and accuracy of all data reported.”

Q3: Section 11.4.2(5) – Vendor must provide a response to a request for maintenance within 24 hours of notification. [We] would like to request that this read two business days to eliminate potential overtime and weekend costs that would increase prices.

A3: Section 11.4.2(5) of the City’s Request for Proposals pertaining to this procurement solicitation reads as follows:

The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within 24 hours of notification.

The City hereby revises section 11.4.2(5) of the referenced Request for Proposals to read as follows:

The **Vendor** is to provide all maintenance, repairs and replacement services on equipment during the contract duration within two **City** business days of notification. Note that, according to a provision of section 11.4.3 of the referenced Request for Proposals, “The **Vendor** shall guarantee a 95% uptime and accuracy of all data reported.”

Q4: Sec 11.4.2(6) – Vendor is responsible for damages to equipment including acts of vandalism and theft. We would request that acts of vandalism and theft are the responsibility of the City as the Contractor is not in control of the manholes in which the equipment is placed.

A4: Section 11.4.2(6) of the City’s Request for Proposals pertaining to this procurement solicitation reads as follows:

Any cost associated with repairs and/or maintenance shall be paid by the **Vendor** and will not be incurred by the **City**. Maintenance includes, but not limited to repairs associated with battery replacement, vandalism and/or theft. Re-installation and recalibration of the equipment will be at no additional cost to the **City**.

The City declines to revise section 11.4.2(6) of the referenced Request for Proposals. The Equipment shall be owned by the Vendor and should be adequately insured by the Vendor. However, at Vendor’s request, the City may identify secure locations for the rain gauges. These locations could include City Facilities, Pump Stations, etc. Regardless, any cost associated with repairs and/or maintenance, as that term is defined in section 11.4.2(6) of the referenced Request for Proposals, shall be paid by the Vendor and will not be incurred by the City.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-013

Q5: Section 11.4.3(3) - 95% uptime; further down it states “95% uptime and accuracy of all data reported.” If this can be construed to mean that accurate data will be available at least 95% of the time, then it is ok.

A5: The Vendor shall guarantee that 95% of the data is valid within a given pay period.

Q6: Section 11.7 – Insurance required to be on a per project aggregate basis. Will the City accept \$2M per occurrence with \$4M in general annual aggregate in lieu of a per-project aggregate?

A6: No, the City declines to revise section 11.7 of the City’s Request for Proposals pertaining to this procurement solicitation.

Q7: Article 12 of Standard Procurement Terms – Indemnification is unlimited. Will the City accept all or part of the following modifications to the Indemnification agreement? “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 attorney’s fees, by reason of any loss, whatsoever, to the extent such losses arise arising out of or relating relate to ~~or in consequence of the work done negligently performed~~ 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.”

A7: No, the City declines to revise section 12 of the City’s Standard Procurement Terms and Conditions for this procurement solicitation.

Q8: Indemnification Agreement – the above changes if accepted would need to be made to the indemnification agreement as well.

A8: No, the City declines to revise City’s Indemnification Agreement for this procurement solicitation.

Q9: We did not receive and request a copy of Attachment A mentioned in section 11.4.1.

A9: See Addendum No. 1 to this procurement solicitation.

Q10: Will the temporary and permanent flow meters be installed at the same time?

A10: No, the temporary and permanent flow meters will not be installed at the same time. The timing and sequence of installation of the temporary and permanent flow meters will be determined by the City after the City and the successful proposer have executed a contract.

Q11: Will any rain gauges be located at the same sites as the temporary or permanent flow meters?

A11: No.

City of Franklin Addendum No. 2 to

Purchasing Office Solicitation No.: 2015-013

11. Acknowledge receipt of addendum: Proposers shall acknowledge receipt of this addendum on the Proposal Submittal Form in the space to the right of the text on that form that reads, "Receipt acknowledged of any and all issued addenda to this solicitation."
12. Questions: The deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation has now passed. To ask questions of a procedural nature, please contact:

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklinton.gov
Tel: 615/550-6692
Fax: 615/550-0079
13. Communication with City during procurement phase: Any questions about either the content of or the procurement process pertaining to this procurement solicitation should be addressed as described above. Until the procurement award has been made, vendors shall not communicate about either the content of or the procurement process pertaining to this procurement solicitation with any official, employee or other representative of the City except through the City's Purchasing Office. The City reserves the right to disqualify any vendor that initiates unauthorized communication with the City during the procurement phase.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

Attachment No. 2

SUBMITTAL

Proposal For:

The City of Franklin, Tennessee

**Solicitation No.: 2015-013
Open Channel Flow Monitoring**

Submitted By:

The Hach Company

Loveland, Colorado

January 8, 2015



City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Ave. South
Franklin, TN 37064
purchasing@franklintn.gov
615-550-6692

January 6, 2015,

RE: Solicitation No.: 2015-013

On behalf of the Hach Company we are pleased to submit this proposal to the City of Franklin for Flow Monitoring Services. We encourage you to review the document and contact the listed references as appropriate as you consider Hach for selection of this project.

Our bid, which we are confident you will find very competitive, is based on Hach Data Delivery Services and our award winning, non-contact FLO-DAR flow meters. FLO-DAR has become the technology of choice for programs like the City of Franklin because of the advanced capabilities offered by the non-contact Doppler radar technology. Savings to our customers, especially in contracts of 12 months or longer, are significant without any compromise in data quality. Specifically, the Flo-Dar flow meter system:

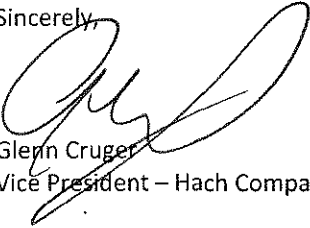
- Proven calibration accuracy and stability
- Is not subject to sensor fouling common with in flow submerged sensors
- Has on-board advanced diagnostics that allow Hach to verify sensor performance and identify possible maintenance needs remotely and immediately.

Projects such as this require personnel with knowledge, experience, and responsiveness to deliver a timely, high quality product. Hach has assembled a team of highly qualified professionals who have extensive experience in all aspects of similar projects and who will be available to the City of Franklin on an as-needed basis. We have successfully completed and are actively involved in many sanitary sewer flow monitoring projects of similar and greater scope throughout the country.

Hach Company appreciates the opportunity to conduct business with you and look forward to working with the City of Franklin, TN.

Thank you for providing Hach Company the opportunity to submit this proposal.

Sincerely,



Glenn Cruger
Vice President – Hach Company



Table of Contents

Proposal Submittal Form - City of Franklin, Tennessee

Introduction	1
Company Information	2
Customer Service / Support	3
Personnel	4
Product and Services	7
Project Schedule	12
Select Project Experience and References	13

Attachments

Standard Procurement Terms and Conditions – City of Franklin, Tennessee
Standard Data Delivery Services Contract - Hach Company
Affidavit of Non-Collusion – City of Franklin, Tennessee
Affidavit of Title VI Compliance – City of Franklin, Tennessee
Indemnification Agreement – City of Franklin, Tennessee
Affidavit of Drug-Free Workplace – City of Franklin, Tennessee

Data Sheets

Hach Data Delivery Services
Hach Flo-Dar Non-Contact Sensor
Sigma Rain Logger
Hach FL900 Wireless Flow Logger
Hach FSDATA Flow Data Manager

Proposal 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.: 2015-013

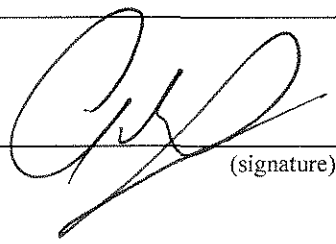
Vendor's name, street address, and mailing address:	Hach Company 5600 Lindbergh Drive Loveland, CO 80538 Tel: 970-461-3937 Fax: 970-619-5150 				
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Ian Morrison Project Manager 970-461-3937 imorriso@hach.com 				
Does the proposer take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, proposer takes no exceptions.				
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	☐ Yes, see enclosed. ☒ No, proposer takes no exceptions.				
Proposed fees for supply, delivery, installation, operation and maintenance of sanitary sewer flow meters and rain gauges (all-inclusive of any expenses to be passed on to the City):					
Item	Description (O&M means operation and maintenance; I&R means installation and removal)	Quantity	Units	Unit Price	Extended Price (Quantity multiplied by Unit Price)
1	Permanent Flow Monitor O&M	13	Cost/Month	\$ 495 ea. / mo.	\$ 6,435 / mo.
2	Permanent Rain Gauges O&M	5	Cost/Month	\$ 200 ea. / mo.	\$ 1,000 / mo.
3	Permanent Flow Monitor I&R	13	Each	\$ 715 per each	\$ 9295
4	Permanent Rain Gauges I&R	5	Each	\$ 220 per each	\$ 1,100
5	Temporary Flow Monitor O&M	17	Cost/Month	\$ 595 ea. / mo.	\$ 10,115 / mo.
6	Temporary Flow Monitor I&R	17	Each	\$ 1375 per each	\$ 23,375
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to proposer?				☒ 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 proposer?				☒ Yes. ☐ No, proposer requests the following payment terms: _____	
Last date (no sooner than April 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:				June 30, 2015 	

Proposal 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.: 2015-013

Proposer's name:	Hach Company
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 included with this Proposal Submittal Form in the submittal? - Detailed vendor-supplied description of proposed product(s) and/or service(s); - Identification, listing and description of any exceptions to the procurement solicitation; - Contact information for required references (see Request for Proposals); - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed agreement or contract, if any, the terms and conditions of which shall be not inconsistent with the City's Standard Procurement Terms and Conditions; - Affidavit of Non-Collusion, executed in full; - Affidavit of Title VI Compliance, executed in full; and - if the proposer employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, proposer chooses <u>not</u> to include the documents indicated (NOTE: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	☒ Addendum No. <u>1</u> received. ☒ Addenda Nos. <u>2</u> received. ☐ No addenda received.
Signature of proposer'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 proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	Vice President
Date of signature:	1/6/2015

Introduction

The City of Franklin released Request for Proposal #2015-013 for the provision of Open Channel Flow Monitoring and Rain Gauging Services. The project scope includes installation, removal, and maintenance of thirteen (13) permanent wastewater flow meters, seventeen (17) temporary wastewater flow meters, and five (5) rain gauges in monitoring location identified and designated by the City of Franklin. Once installed, flow data will be immediately available to the City via the web based FSData interface with a 95% monthly data uptime guarantee per meter. The service duration of this project is for 36 months with the option to extend for two additional 12 month periods.

Based on the provided information, Hach is pleased to submit the following proposal to the City of Franklin.

For this project, Hach proposes to use the non-contact FLO-DAR AV sensor with SVS, Sigma Rain Gauge and the FL900 flow logger with integrated cellular modem. The FLO-DAR AV sensor with SVS is a non-contact sensor utilizing stable digital Doppler radar and ultrasonic technologies. Non-contact means the flow sensor is mounted above the flow which greatly reduces the likelihood of sensor "fouling" and resulting data lost or inaccuracies. The FLO-DAR will also be outfitted with the Surcharge Velocity Sensor (SVS) for continuous flow monitoring in surcharge conditions. This proposal also includes the Sigma Rain Gauge for accurate, wireless rain gauging. The Sigma Rain Gauge uses tipping bucket technology with 0.01" resolution. The FLO-DAR and Sigma Rain Gauge will be paired with the FL900 flow logger which will record data locally and wirelessly upload the recorded data hourly to the FSData web based interface with redundant security and password account protection. This monitoring solution has been configured to provide the City of Franklin with reliable, accurate, gap-free data. Hach was given the opportunity to prove this solution during a recent live demo at the City of Franklin Spencer Creek location.

The City of Franklin will have 24/7 access to the raw flow data captured by the installed flow meters and rain gauges through the FSData web interface. Data will be available for viewing in tabular, graphical, and scatterplot formats. FSData also provides the City of Franklin with a wide variety of reporting and exporting options including pre-formatted reports and text or Excel formatted exports. FSData is backed up regularly and maintained by the Hach IT department based in Loveland, CO.

Hach offers the industry leading 95% data uptime guarantee per meter per month which gives the City the confidence that flow data will be available when needed. Hach has extensive experience in projects similar to the one proposed by the City of Franklin and has standard procedures for installation and meter maintenance. Hach's standard practice for maintaining the accuracy of our monitoring sites starts with precise meter placement and an in-situ calibration at the time of installation.

Once Hach's Field Service Managers and certified installation team are satisfied with the performance of the sensor, Hach's Technical Support headquarters in Loveland monitors the sites to ensure proper sensor performance. Sensor diagnostic parameters logged by the FL900 flow meter are routinely reviewed to ensure the radar and ultrasonic sensors are performing per factory specifications and reported data is within an acceptable margin of error. Rather than burden the project with the cost of regimented site visits, Hach performs site maintenance only when anomalies are detected, saving significant maintenance costs, and passing those savings along to the City in the form of the most competitive price available for this quality of data.

Hach has a team of regionally based field service technicians and local service partners available to respond to issues identified in the daily reviews. Hach maintains an East Coast field office which allows Hach to address emergency service needs and ensure equipment is functional in a timely manner.

Hach has also chosen to enhance its local capacity by teaming with local service provider, Hydro Solutions for flow meter installation, calibration, and as needed services.

Maintenance and repair of the installed flow meters and rain gauges are included in this proposal. The City of Franklin will never have to worry about unforeseen costs. If there is ever a problem with any of the meters, Hach will strive to repaired or replace the instrument within the data uptime guarantee.

Hach Company is committed to personal and site safety. Hach and its subcontractors comply with all Federal, State, Local, ANSI, and OSHA regulations. Technicians performing confined space entry are fully trained and certified. Necessary traffic control will follow the US Department of Transportation Federal Highway Administrations Manual on Uniform Traffic control devices and all work performed by subcontractors is under the direction of, and certified by, Hach personnel. Hach Flow is submitting as the Primary Contractor for this proposal and all other firms are participating as sub-consultants.

Ian Morrison has been assigned project manager and will be responsible for the execution of the contract, if awarded. Mr. Morrison has over eight years' experience in the wastewater flow monitoring industry and will act as the primary point of contact for the City of Franklin. He will be assisted by the entire Hach DDS Services Team.

Our mission is to provide the City of Franklin with accurate, timely data and a superior customer experience.

Company Information

Hach Company

5600 Lindbergh Drive

Loveland, CO 80539

Corporate Phone: (800) 227-4224

Customer Service Phone: (800) 368-2723

www.HachFlow.com

Ian Morrison

Project Manager – Data Delivery Service

Office: (970) 461-3937

Mobil: (240) 397-0759

Email: imorriso@hach.com

Hach Company - Flow Products & Services

Hach Company - Flow Products and Services, including our legacy brands Sigma and Marsh-McBirney, has been a leader in the waste water flow monitoring industry for over forty years with a proven track record of creating industry-leading innovations with unwavering product accuracy in the open-channel flow measurement world. Empowering you with true and timely flow data for your analysis, we dramatically reduce your risk and enable you to make critical wastewater flow decisions with absolute confidence. And smart decisions mean you're proactively managing your flow, rather than reactively dealing with problems. From state-of-the-art wireless flow loggers and industry-pioneering non-contact flow sensors, as well as our revolutionary Hach Data Delivery Services (DDS), Hach Flow is committed to providing flexible solutions for all of your flow monitoring challenges.

Hach Flow's innovative history and spirit of continuous improvement is all made possible through our parent organization, Hach Company. Through their support we have access to expert technical resources far greater than our nearest competitor—assets that we employ daily to create pioneering products and services. Solidly partnered, Hach Flow never stands alone in our commitment to delivering unequivocally accurate and immediate sewer flow data to our customers.

*There is no conflict of interest between Hach and/or key personnel and the City of Franklin.

Availability of Parts, Warranties, and Service

Manufacturing

Hach Flow is the manufacturer of the flow monitoring equipment to be utilized on this project. Hach is sole proprietor of the Hach equipment. By utilizing Hach's Data Delivery Services to fulfill the contract, Hach assumes responsibility to maintain the equipment for the length of the contract. No parts or additional service costs will be charged to the City as these costs are covered in the Data Delivery Services (DDS). Hach always endeavors to maintain a robust on-hand inventory of flow meters and sensors for back-up situations.

Customer Service / Support

Customer Support

Hach Flow has a dedicated customer support team based in Loveland, Colorado. The customer support group has a live receptionist to direct incoming calls to the appropriate team member. In the event the receptionist is not available, calls will be routed to the main Hach operator to be transferred to the appropriate flow group.

Hach Flow Support: (800) 368-2723

Fax: (970) 619-5150

Customer Service Mailbox: hachflowsales@hach.com

Flow Support Hours: 6:30am (MTN) to 4:30pm (MTN)

24/7 Technical Support

Hach Flow has a dedicated technical support team based in Loveland, Colorado. The technical support group members are trained on Hach hardware and software products. These individuals solely focus on the Flow Monitors. The technical support group provides site visits, phone call support, and troubleshooting.

Hach Flow Support: (800) 368-2723

Technical Service Mailbox: flowtechsupport@hach.com

24/7 After Hours Technical Support: (800) 635-1230

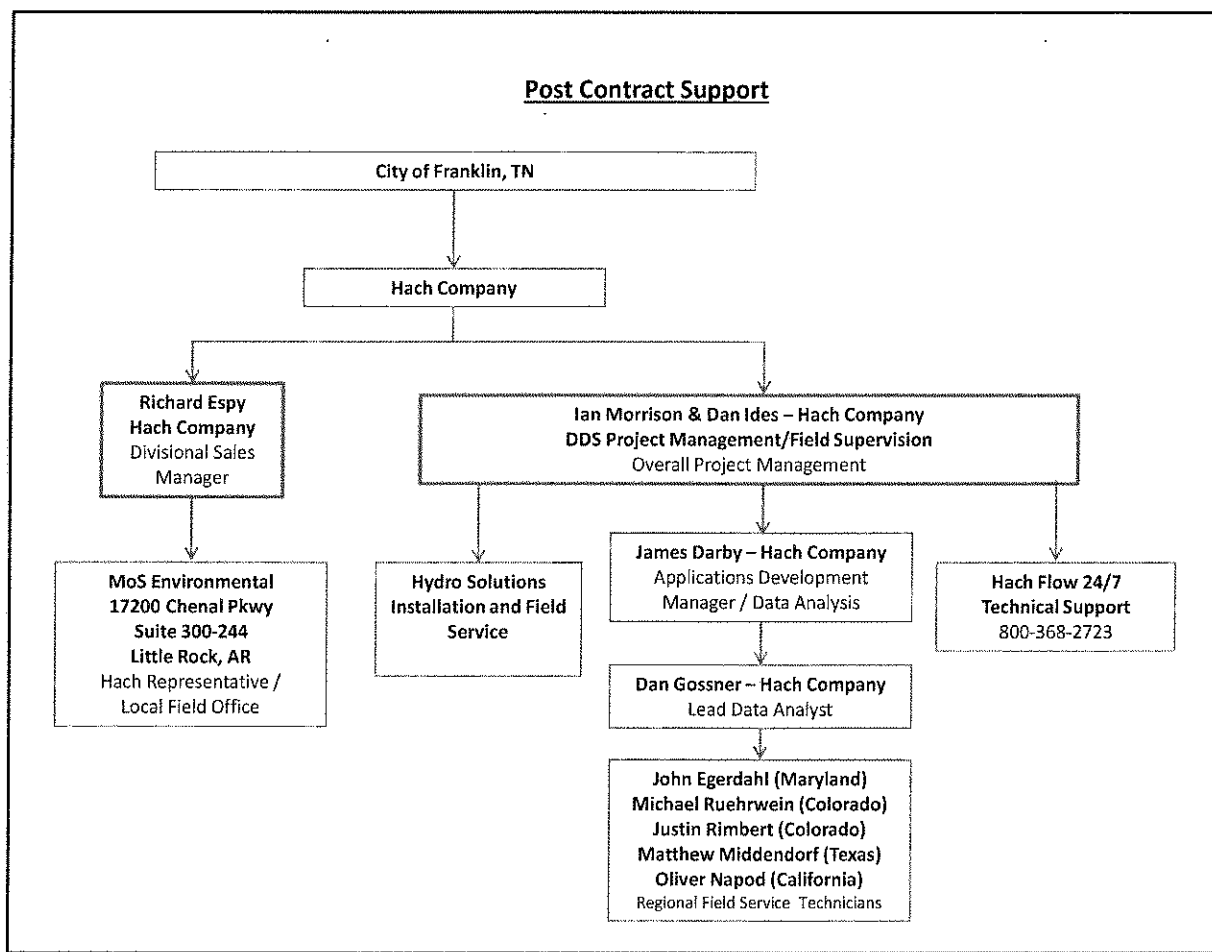
Regionally Based Field Support

Hach Flow has field service technicians regionally based to provide prompt service response. Hach flow field service technicians are trained on all Hach Flow Hardware and Software products. They provide skilled field repair as well as site selection and application optimization.



Personnel

Hach Flow has an experienced team of flow monitoring professions and partners with regional and local leaders in the flow monitoring industry to deliver highly accurate flow metering data to the City of Franklin. Our project team member's experience provides a wealth of flow monitoring/collection system knowledge and will be available to the City and this project on an as needed basis. In addition to the personnel listed below, Hach Flow provides 24/7 technical support and has access to the full talent resources of the Hach Company. The following is our proposed organizational structure designed to meet all of the needs for this project.



Ian Morrison – DDS Project Manager

Professional Experience

Ian Morrison has eight years' experience with the Hach Company in a variety of functional and supervisory roles. Prior to becoming a Project Manager, Mr. Morrison was the Technical/Field Support Supervisor providing hands on direction of pre and post-sale product and application support including all technical issues involved with the installation, operation, and maintenance of Hach Company Flow Monitoring hardware and software. He also has numerous years of field experience which gives him a wide understanding of the challenges faced with project of this size.

Projects

SAWS, City of San Antonio, Texas – 200+ flow sites, multi-year project
Dallas, City of Dallas, Texas – 52 flow sites, multi-year project
Hawaii, City and County of Honolulu – 100+ flow sites and 30 rain gauges, multi-year project
Nevada, Clark County Water Reclamation District – 49 flow sites, multi-year project
California, University of California – San Diego (UCSD), 5 flow sites, multi-year project

Education

Bachelor of Science - University of Maryland, College Park

Daniel Ides - DDS Project Manager/Field Supervisor

Professional Experience

Dan Ides has over 26 years of technical experience in the water and wastewater industry. In his various roles he served as a field service supervisor where he actively managed field personnel, coordinated customer contact for projects, installed and maintained flow meters, rain gauges, samplers and other micro processing equipment.

Mr. Ides joined Hach Flow's flow metering group in January 2012 as the Project Manager/Field Supervisor for Hach's Data Delivery Services (DDS).

Projects

SAWS, City of San Antonio, Texas – 200+ flow sites, multi-year project
Dallas, City of Dallas, Texas – 52 flow sites, multi-year project
Hawaii, City and County of Honolulu, 100+ flow sites and 30 rain gauges, multi-year project
Nevada, Clark County Water Reclamation District, 49 flow sites, multi-year project
California, City of Santa Barbara, 5 flow sites, multi-month project
California, University of California – San Diego (UCSD), 5 flow sites, multi-year project

Military Service

United States Marine Corp, 1986-1990

Certifications

CWEA collection system maintenance grade 1 technical certification
Municipal Treatment Plant Operator Course, Palomar College, San Marcos
Nassco Pipe Line Assessment Certification
40-hour HAZWOPER Certification (not active)
Confined Space Entry Certification
DOT Hazardous Waste Shipping Certification

James Darby – Applications Development Manager (Advanced Data Analysis)

Professional Experience

Mr. Darby has over 40 years of experience in development and application of wastewater metering technologies. He joined Marsh-McBirney Inc. in 1972 and continued as a key team member since the acquisition by Hach in 2006. He is a leading expert in electromagnetic and radar based flow measurements and holds a patent in relation to electromagnetic velocity measurement in fluids.

As one of the developers of both electromagnetic and radar based flow measurement technologies and with over 40 years application experience, Mr. Darby is a highly experience resource for advanced data review and analysis.

Military Service

United States Air Force, 1966 – 1970

Additional Information

Granted US Patent 3,898,881 / Apparatus for Measuring the Velocity of an Electrically Conductive Fluid

Education

Montgomery College and University of Delaware
B.S. Equivalent – Electrical Engineering

Dan Gossner – Lead Data Analyst

Professional Experience

Mr. Gossner has seven years of experience with Hach Flow. His in-depth technical knowledge, combined with his troubleshooting ability, allows him to offer customers top-level support in the selection, installation, and operation of Hach Flow monitoring, and water quality sampling equipment.

Dan Gossner has extensive experience in pre and post-sale product and application support including all technical issues involved with the installation, operation, and maintenance of Hach Flow Monitoring hardware and software. Mr. Gossner draws from his education background when developing customer focused training and support materials. His past experience with the ABB Company where he was responsible for design and functionality of ABB Flow Meters has been a significant asset for his work here at Hach.

Education

B.S. in Electrical Engineering from Geneva College and graduated Summa Cum Laude

John Egerdahl – Field Service Technician

Mike Ruehrwein – Field Service Technician

Justin Rimbart – Field Service Technician

Matthew Middendorf – Field Service Technician

Oliver Napod – Field Service Technician

Project Scope

Monitoring Sites

Hach is proposing to monitor sites with the Hach FLO-DAR AV Flow Meter Sensor with Surcharge Velocity Sensor and the Sigma Rain Gauge paired with the battery powered FL900 series wireless logger. The FL900 flow logger will provide local power, processing, and data storage and will utilize an integrated cellular modem to provide wireless communication with the FSDATA web based data management software. Hach intends to evaluate each site and select the correct sensor technology to provide the highest quality flow data. In some cases, Hach may install multiple sensor technologies and/or redundant sensors as needed.

The FLO-DAR AV Sensor

The FLO-DAR is a highly effective non-contact AV sensor utilizing three unique sensing technologies to deliver highly-accurate, consistent flow data in both normal and surcharge conditions:

1. Advanced Digital Doppler radar velocity sensor
2. Ultrasonic Pulse Echo level sensor.
3. Electromagnetic surcharge velocity sensor
4. Piezo surcharge level sensor

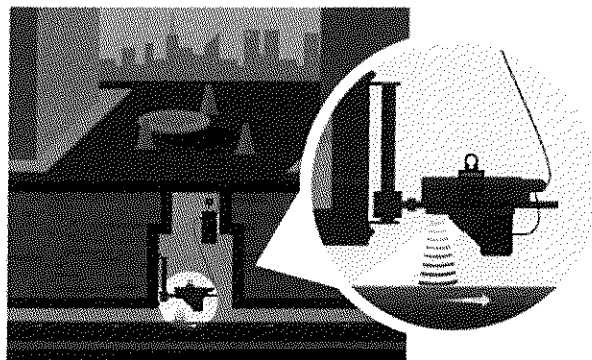
Specifications

Velocity Range: .75 to 20 ft/s

Depth Measurement Range: 0 to 20 in.

Surcharge Velocity Range: ± 16 ft/s

Flow Accuracy: $\pm 5\%$ of reading typical where flow is in a channel with uniform flow condition



Hach/Sigma Tipping Bucket Rain Gauge

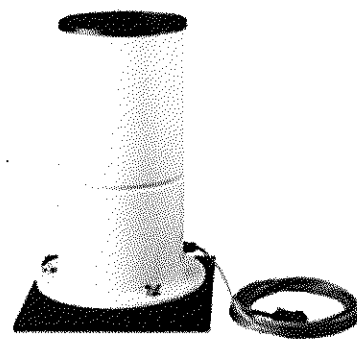
Sigma Rain Gauge Tipping Buckets provide a straightforward approach to accurately and automatically measuring rain. Built to National Weather Service standards, the gauge accurately measures rainfall in 0.01" increments. The tipping bucket mechanism tips with every 0.01" of rainfall, producing a momentary contact closure with each movement:

1. Proven tipping bucket technology
2. Built-in bubble level to ensure correct positioning of the unit.
3. Stainless steel funnel screen to prevent plugging from debris

Specifications

Resolution: 0.01" rainfall per bucket tip

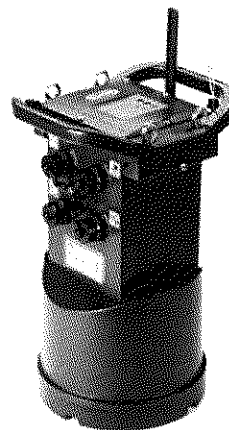
Accuracy: 0.5% at 0.5" per hour



Hach FL900 Series Flow Logger with Cellular Telemetry

All flow and rain gauge sites will record and transmit data via the wireless-enabled Hach FL900 Series Flow Logger—connected through a major carrier cellular network. In addition to wireless data transmission, the FL900 logger also provides local data storage of all readings for data redundancy and integrity. The logger will hold 325,000 event time-stamp independent data points.

The Hach FL900 Logger is available with multiple sensor input ports, all of which are “plug and play” with the capability to automatically detect the type of connected sensor or gauge. The FL900 also has the flexibility to be powered by battery, line, and solar power. Hach is proposing the standard FL900 power configuration including four (4) internal 6v lantern batteries paired with an external long life alkaline battery pack. This battery combination provides over 12 months of continuous operation at 15 minute logging intervals with regular data uploads.



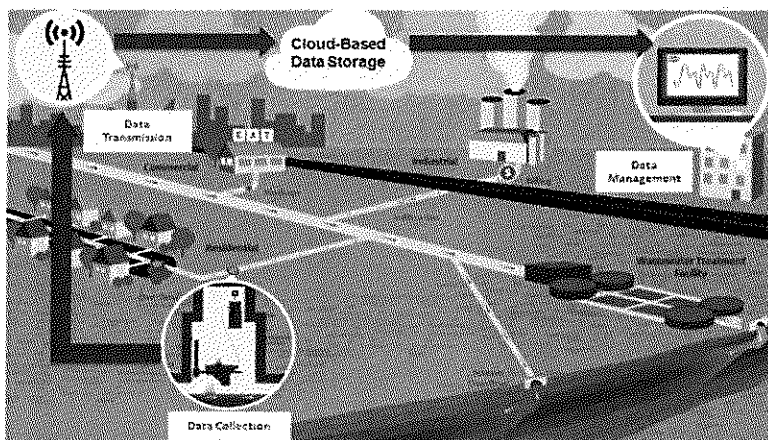
Hach released the FL900 series logger platform in 2010 to act as a universal platform for all of the Hach flow sensors and to provide a meter solution with an integrated cellular modem. This provides the City with the latest and most modern design.

Data Transmission (Telemetry)

The proposed Hach FL900 Series Flow Logger is a wireless logger with an integrated cellular modem. Hach Flow utilizes a “Push Data” methodology to provide data to the receiving server application. At hourly intervals, the logger will use the imbedded modem to transmit (push) data to the internet with a static IP address for the final destination. This IP address represents the Hach server hosting the application software (FSDATA) that will receive the data and update the associated database. The data sent by the logger contains a “Server Verification Code”

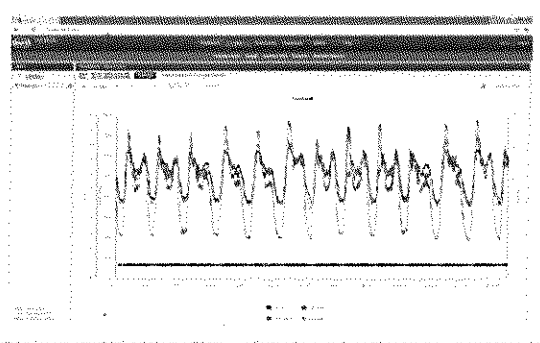
(SVC) that is included in the logger programming and is screened by the server. Any incoming data must contain a valid SVC and meter serial number to be allowed into the system.

The integrated modem is available in CDMA2000, 1xRTT, or GPRS protocols. This allows Hach to use AT&T, Sprint, and Verizon as cellular carriers. Hach maintains a large inventory of loggers split between these modem types / cellular providers and can mix and match on a project based on the best cellular signal strength and quality at a given metering location. During site reviews Hach technicians will often travel with a testing device that analyzes the signal strength and quality from the three cellular carriers to assist in the proper modem selection prior to installation.



Software – Hach FSDData Online Data Manager

All flow sites will record and transmit data via the wireless Hach FL900 Series Flow Logger to Hach's FSDData Online Data Manager software package. FSDData is easy-to-use, web-based software, providing you with data management and reporting capabilities through any internet connection. Utilizing encrypted SSL connections (<https://>) and unique username/password combinations, you will have 24/7 secure access to your data. In addition, designated account administrators will have full programming and diagnostic access to the sites for remote checks of the system health.



FSDData employs highly-intuitive methods for you to access and analyze your data. All sites have accurate GPS coordinates programmed into both the meter and the server, allowing all of your sites to be displayed on an easy-to-read map interface. The pins representing each monitoring location are color coded for a quick visual check of the health of each site. This color code allows you to quickly identify what sites, if any, are in alarm conditions. Then, by clicking on any of the site pins, a call-out bubble is activated to show the sites' current status and the last set of data points received from the meter. FSDData provides tools for reviewing and reporting data in time-series graphical, tabular, and scatter graph formats. Reports can be output in PDF format for easy, protected sharing. Data can also quickly be exported in Comma Separated Value (CSV) or Tabular Separated Value (TSV) formats for use in Excel or easy importing into 3rd party software and modeling applications.

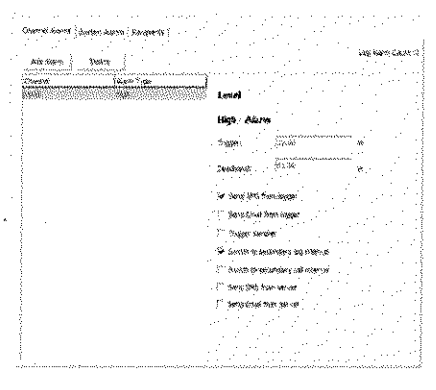
The administrative controls in FSDData allow the customer to create subaccounts to grant access to others on a limited and controlled basis. Both the web-based software and the communication capabilities of the logger provide multiple event notification pathways for providing alarms when trigger conditions are met. Typical alarm notifications are sent via email and/or text message (SMS). Trigger conditions can also be used for automatically making changes to logging intervals and/or call intervals.

Data hosting by Hach on the FSDData platform and all associated event notification / alarm capabilities would be provided through the full contract period as part of this proposal.

Alarms and Dynamic Logging

User-selectable alarms can be sent by email or text (SMS) to specified recipients to keep the City continuously informed on the monitoring sites. Up to 16 channel alarms can be selected, as well as alarms for low battery, low RTC battery, low slate memory, slate memory full, sensor timeout, sensor ID error or missed call. The FL900 and FSDData also provide the option to designate dynamic logging. Dynamic logging and call intervals can be set based on designated alarm thresholds.

Channel Alarms can be created for any logged channel (up to 16) for low/low, low, high and high/high conditions. An alarm can create an action such as sending a text or e-mail message from the logger, triggering a sampler, switching to a secondary log or call interval or sending a text or e-mail from the server.



System Alarms can be created for low main power, low real-time battery, low slate memory, slate memory full, sensor time-out and sensor ID error. The system alarm actions include sending a text from the logger or server or sending an e-mail from the logger or server.

Maintaining 95% Data Uptime

Hach Data Delivery Services (DDS) projects include a 95% data uptime guarantee that ensures that each instrument deployed will function properly at least 95% of the time in a given month. In the event a given meter does not meet 95% data uptime, data from that site for that month is free. No editing of the raw data is allowed to achieve a 95% up-time. Hach Flow understands that the raw data is defined as the recorded data from the flow meter and is highly experienced at meeting this uptime expectation.

**95%
UPTIME**

Accurate and timely data is an important requirement of this RFP and equipment failures must be identified and remedied in timely manner. Hach has extensive experience in projects similar to the one proposed by the City of Franklin with standard procedures for identifying equipment issues and meter maintenance.

Hach's standard practice for maintaining the accuracy of our monitoring sites starts with an in-situ calibration at the time of installation.

Once Hach's Field Service Managers and certified installation team are satisfied with the performance of the sensor, Hach's Technical Support headquarters in Loveland monitors the sites at regular intervals to ensure proper sensor performance.

To assist in problem solving, the Hach Flow data analyst will have operation/maintenance logs, profile calibrations, site sheets, near real-time readings, hydrographs and tabular data to review. In addition, the FL900 series wireless logger and sensor programs can be remotely adjusted to optimize the performance of the flow meter, and recording of sensor diagnostics can be remotely activated to assist in troubleshooting.

Sensor diagnostic parameters logged by the FL900 flow meter are reviewed to ensure the radar and ultrasonic sensors are performing per factory specifications. Rather than burden the project with the cost of regimented site visits, Hach performs site maintenance only when anomalies are detected, saving significant maintenance costs, and passing those savings along to the City in the form of the most competitive price available for this quality of data. Hach also has regionally based field service managers and local service partners available to respond to identified issues. Daily site reviews allow us to respond quickly to identified issues and get equipment functional in a timely manner.

Hach Flow provides the highest quality raw data with very little data editing necessary. As stated previously, **Hach Flow proposes a 95% uptime guarantee.** The Hach Flow proposal is based on a "per meter per month" guarantee, not on the entire network of flow meters or rain gauges.

This means that if Hach Flow were to fail to meet the 95% uptime guarantee on a particular meter or rain gauge, then the customer does not pay for that specific site for that month.

Hach Flow will continually monitor flow data using alarms and an experienced data analyst. If a problem arises with the flow monitoring data, an alarm will activate sending a message to the data analyst for review. The data analyst reviewer will first attempt to remedy the problem via remote telemetry. If the problem cannot be solved remotely, a site visit will be scheduled by the DDS Project Manager.

Local Support - Subcontractor

Hach has regionally based field service technicians available to respond to identified flow meter issues. Hach has also chosen to partner with Hydro Solutions. Hydro Solutions will provide additional local support for both flow meter and rain gauge installation, removal, and as needed site visits. Hydro Solutions has extensive experience working with Hach flow monitoring and rain gauge equipment. Hydro Solutions will work as a Subcontractor to Hach and will follow Hach standard procedures when performing as needed repairs and system verifications. Hydro Solutions will be the primary subcontractor for this proposal but Hach has relationships with additional local firms if needed. Field activities are recorded and will be reported to the City upon request. Please note that all work performed by subcontractors is under the direction of, and certified by Hach personnel.

Confined Space Certification

The Hach Flow team fully complies with all applicable federal, state, local and OSHA Confined Space Safety regulations (20 CFR 1910.146) and all other associated safety requirements involved in this project. All field personnel are confined space certified and trained in CPR and first aid.

Safety

Hach is committed to doing all service work in a safe and compliant manner. Federal, local, OSHA, as well as Hach internal regulation and procedures will always be followed when performing work for the City. Necessary traffic control will follow the US Department of Transportation Federal Highway Administrations Manual on Uniform Traffic control devices. All work performed by subcontractors is under the direction of, and certified by, Hach personnel. Hach Flow is submitting as the Primary Contractor for this proposal and all other firms are participating as sub-consultants.

Financial Health

The City can have confidence in the financial health of the Hach Company. The Hach Company is a wholly owned subsidiary of the Danaher Corporation with its full support and backing. Please visit www.danaher.com for a complete discussion of the Corporation financials.

Insurance

The Hach Company is able to meet the City's insurance requirements. A current insurance certificate has been added to the end of this proposal for review.

City of Franklin

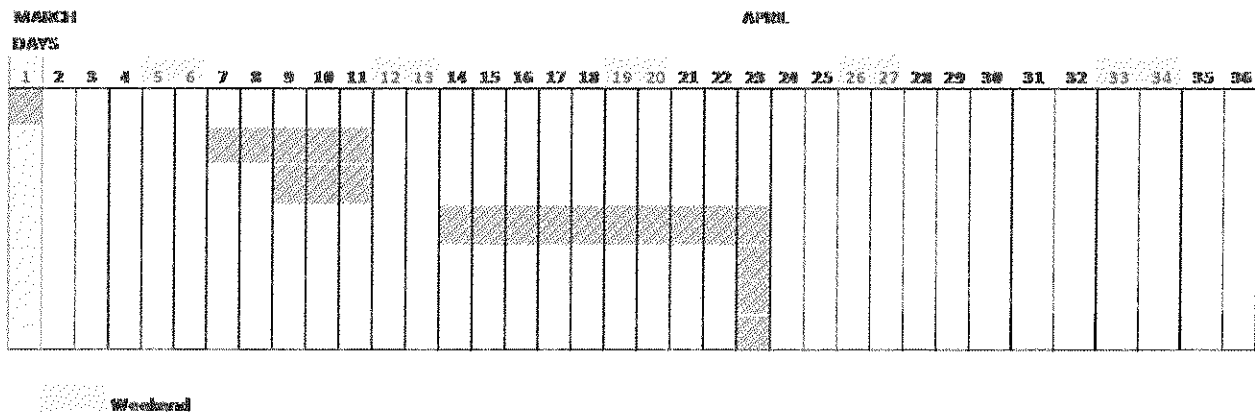
RFP # 2015-013

Installation Schedule

ACTIVITY PLAN PLAN
START DURATION

Notice to Proceed (March 10, 2015)	1	1	
Site investigation visits	7	5	
Instrument Shipped	9	3	
Flow Meter/Rain Gauge Installation/Calibration	14	10	
As-built Site Sheets Completed and Loaded to FSDData	23	1	
Data Available to the City	23	1	
Project Start (April 1)	23	1	

Daily Milestones: 1 Plan Actual % Complete Actual (beyond plan) % Complete (beyond plan)



Schedule can be adjusted accordingly if the City wishes specific start dates different from the proposed schedule

Select Project Experience and References

Johnstown Redevelopment Authority (JRA), Johnstown, PA

* Partnership with the EADS Group (engineering firm)

- Scope:
 - 103 Wireless Flow Monitoring sites (FLO-DAR with SVS and SubAV)
 - 4 Wireless Rain Gauge Sites (Sigma Rain Gauge)
 - Contract Duration - 5 years
- Assigned Staff: Ian Morrison (Lead Project Manager)

Brandon Palmer, EIT

227 Franklin Street
Johnstown, PA
(814) 535-5388
bpalmer@eadsgroup.com

Dallas Water Utilities – Dallas, TX

* The entire network was installed and running within thirty (30 days) of the notice to proceed.

- Scope:
 - 52 Wireless Flow Monitoring Sites (FLO-DAR with SVS)
 - 15 Wireless Rain Gauge Sites (Sigma Rain Gauge)
 - Contract Duration – 4 Years
- Staff Assigned: Dan Ides (Lead Project Manager)

Jim Henry

8915 Aldora Lane
Dallas, Texas 75238
(214) 670-8754
Luis.bodington@dallascityhall.com

San Antonio Water System (SAWS) – San Antonio, Texas

* The entire network was installed and running within forty-five (45 days) of the notice to proceed.

- Scope:
 - 220 Wireless Flow Monitoring Sites (FLO-Dar with SVS/FL900)
 - 35 Wireless Rain Gauge Sites (Sigma Rain Gauge)
 - Contract Duration – 4 years
- Staff Assigned: Ian Morrison (Lead Project Manager).

Roland Gutierrez, Engineering Technician

2800 US Highway 281, North
San Antonio, Texas
(210) 233-3194
Roland.Gutierrez@saws.org

Scottsdale Water Resources — Scottsdale, AZ

* Continuous flow monitoring in support of I/I analysis and collection system management.

- Scope:
 - 6 Wireless Flow Monitoring Sites (FLO-DAR with SVS)
 - Contract Duration - 7 years
- Staff Assigned: Dan Ides (Lead Project Manager)

Richard Sacks

9379 E. San Salvador
Scottsdale, AZ
480.312.5673
RSacks@ScottsdaleAZ.Gov

Parker Fire and Sewer, Parker, SC

- Scope
 - 10 Wireless Flow Monitoring Sites (FLO-DAR with SVS)
 - Contract Duration – 2 years
- Staff Assigned: Ian Morrison (Lead Project Manager)

Tremeir Johnson

117 Smyth Street
Greenville, SC
864-467-4030
tjohnson@parkerwwcs.com

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_013

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:

Hach Company

Attn: Ian Morrison

Hach Company

5600 Lindbergh Drive

Loveland, CO 80538

Tel: 970-461-3937 Fax: 970-619-5150

E-mail: imorriso@hach.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.

TECHNICAL PROPOSAL # 010615-01

Hach Company
DATA DELIVERY SERVICES (DDS)
PREFERRED PROGRAM

City of Franklin

January 6, 2015



DATA DELIVERY SERVICES

Service Order Form No. 010615-01
January 6, 2015

Customer: City of Franklin
Customer P.O.#:

Bill to

Customer contact: Purchasing Manager
PO Box 305
Franklin, TN 37065-0305

Phone:
Fax: 615-550-0079
Email: purchasing@franklintn.gov

Ship to

Customer contact: Purchasing Manager
109 Third Ave. South
Franklin, TN 37065-0305

Phone:
Fax: 615-550-0079
Email: purchasing@franklintn.gov

ORDER DESCRIPTION:

Qty	Service P/N	Instrument/ Description	Duration (months)	List Price	Discount	Net Price	Unit	Selection (Initial)
13	DDS-SL2-LT (Perm)	Flo-Dar / FL904	36	\$790	37%	\$495	Per Meter / Mo.	
5	DDS-SL2-LT-RG (Perm)	Rain Gauge	36	\$400	50%	\$200	Per RG / Mo.	
13	DDS-INST-FM	FM Installation	N/A	\$715	N/A	\$715	One Time Fee / Site	
5	DDS-INST-RG	RG Installation	N/A	\$220	N/A	\$220	One Time Fee / Site	
17	DDS-SL2-LT (Temp)	Flo-Dar / FL904	36	\$790	25%	\$595	Per Meter / Mo.	
17	DDS-INST-FM	FM Installation	N/A	\$1,375	N/A	\$1,375	One Time Fee / Site	

DESCRIPTION OF SERVICES: Refer to Technical Proposal and Agreement 010615-01 dated January 6, 2015

TERMS AND CONDITIONS: As stated in the Subscriber License and Data Delivery Services Agreement

SPECIAL OR ADDITIONAL TERMS AND CONDITIONS:

Installation prices are estimated and may exceed the above quoted price.

Each person signing this Service Order Form represents that he/she intends to and has the authority to bind his/her respective party to this Agreement.

IN WITNESS WHEREOF, the parties by their authorized representatives have signed this Service Order Form No. 010615-01 as of January 6, 2015, (the "Effective Date").

HACH COMPANY

Signature: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

Signature: _____
Name: _____
Title: _____
Date: _____

TABLE OF CONTENTS

DDS PROJECT SUMMARY

DETAILED TECHNICAL PROPOSAL

SPECIFICATIONS OF FLOWMETER EQUIPMENT

**TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE
AND DATA DELIVERY SERVICES**

APPENDIX A: CUSTOMER/PROJECT DETAILS

DDS PROJECT SUMMARY

Hach Deliverables:

- Delivery of factory calibrated flow instruments and communications equipment as specified
- Hach-certified installation services and system start-up
- In-situ calibration of Hach flow instruments to observed site conditions
- As-built documentation of installations and observed site conditions
- Standard configuration of instruments for 15-minute data collection and 1-hour data transmission intervals
- Customer training on FSDATA software navigation and features, including report generation
- Secure 24/7 access to customer data on Hach's FSDATA software, viewable via standard web browsers (i.e., Internet Explorer)
- Ongoing monitoring of Hach instrument functionality to ensure instrument uptime
- Technical support by phone (800-368-2723) as needed
- Planned and unplanned instrument maintenance
- Instrument removal upon contract completion

Customer Responsibilities:

- Designate a shipping address to receive the meters
- Identify preferred monitoring sites
- Provide access to monitoring sites for Hach's field crews
- Identify one individual as customer administrator, and up to 5 authorized users for access to secure flow data
- Supply computer and internet connectivity to access FSDATA software
- Generate reports utilizing FSDATA software as required by the project

When ready to move forward with your project, please scan and email or fax the signed Service Order form to:

dds@hach.com
Fax: 970-619-5150

Alternatively, if you prefer hard copies, please mail two (2) copies of the signed Service Order form to:

Hach Company
Attn: Hach Flow, DDS Orders
5600 Lindbergh Dr
Loveland, CO 80503
800-368-2723

Hach Company will return a fully executed copy to you in the same manner by which yours was submitted.

TECHNICAL PROPOSAL

Equipment and Services Supplied by Hach Company

Hach Company is pleased to submit to City of Franklin ("Customer") this technical and business proposal for your review and consideration (the "Proposal"). Hach proposes to provide services to Customer as set forth below, subject to the terms and conditions of Hach Company's Subscriber License and Data Delivery Services Agreement:

Overview

Hach Company: Hach Company has manufactured products for the environment for more than 60 years. Our commitment to research and development and state-of-the-art manufacturing keeps us firmly at the forefront of technology.

For over 35 years, Marsh-McBirney has provided innovative and award winning flow instrumentation for the industrial and municipal markets. With more than 27 years of experience and cutting-edge technology, Sigma is a worldwide leader in the design and manufacture of innovative flow, sampling, rain and water quality instruments, communication products and data management software. The combined strengths of Hach's Sigma and Marsh-McBirney flow meters provide our customers with over 70 years of flow experience.

Data Delivery Services (DDS)

High-level Description of Services: Hach proposes to install for Customer a collection system flow metering network utilizing Hach's open channel flow meters and tipping bucket rain gauges (optional) equipped with wireless data transmission. Data shall be delivered via a web server application. This enables the Customer to share data across a network (or the Internet) to operating workstations with common internet browser software.

Data is presented to the Customer using Hach's FSDATA web application. FSDATA allows the Customer to analyze data and generate reports directly within the application. Additionally, FSDATA allows the Customer to export data to be utilized in other software packages. All access to data in FSDATA is controlled by password permissions.

Meter sites shall be selected by the Customer based on individual project goals and requirements. All meter sites shall be reviewed by Hach prior to installation to ensure safety and suitability for effective flow monitoring.

95% Up-time Guarantee:

All Hach Data Delivery Services projects include a 95% up-time guarantee (subject to Hach's limited warranty). This guarantee ensures that the Hach instruments deployed for each individual site within the scope of your project will function properly for at least 95% of the time in a given month. In the event that a given meter does not meet that minimum level of up-time, your data from that site for that month is free.

Details Regarding Equipment and Services

Measurement Instrumentation

Instrument Selection: Selection of the appropriate measurement technology to perform flow monitoring is critical to obtaining accurate data. Hach Company's portfolio of Flow measurement instruments allows maximum flexibility in determining the appropriate instrument to match the specific site conditions. All instrumentation utilized in fulfillment of this contract is designed, manufactured, and supported directly by Hach Company. Instrument specifications are included in the "Specifications of Flowmeter Equipment" section of this document.

Equipment and Factory Calibration: Flowmeter Equipment and accessories are stored at our factory at all times. Prior to storage, all meters are cleaned and checked for proper operation. Prior to shipment to a project, all meters are visually checked and calibrated to NIST traceable standards.

Communications and Security

Secure Data: Hach Data Delivery Services take full advantage of the security features provided by the isolated Hach Web server, such as CRC checking of transferred data, firewall protection, and control of Customer access according to their assigned Server Verification Code (SVC). In addition, Hach Data Delivery Services offers control of the contents of each page according to the Customer's authorization.

Remote Telemetry Unit (RTU) Communications: The integrated RTU/flow meter communicates with the host computer to:

- Transfer instrument data
- Initiate alarms for user-defined events
- Reconfigure computations, schedules and site parameters
- Perform clock maintenance

Communication Methodology: The RTU configured with a 1xRTT or GSM cellular modem automatically transfers data to the host computer following each flow measurement, then powers off the modem between calls. This effectively provides near real time flow data on the network while minimizing energy consumption. A data call following a flow measurement over the cellular network consists of two IP data packets; one from the RTU to the host; the second from the host to the RTU confirming valid receipt of error free data. The contents of the RTU packet will include the level, velocity, flow, and rainfall (if applicable) for all measurements since the previous data call. The battery voltage and any alarm messages shall also be included.

Data Security: Wireless cellular data occurs between specific IP addresses. The RTU generates data calls only to pre-programmed IP addresses, and never answers incoming, unsolicited calls from unknown IP addresses. Similarly, the host computer firewall accepts data calls only from RTUs with known IP addresses transferred over the cellular network.

Services

Installation and Maintenance Services. Hach agrees to install and maintain the Flowmeter Equipment in and around Customer's designated sewer manholes and effluent discharge areas (each a "Monitoring Site") for the fees and expenses set forth on the Service Order Form. Customer agrees to provide to Hach secure, safe and free access as Hach requires during the term of the engagement to each Monitoring Site for the purpose of installing, maintaining and retrieving the Flowmeter Equipment and to provide the Data Delivery and data storage Services. Customer shall not, nor shall it permit others to access the Flowmeter Equipment for any reason. Customer is responsible for risk of loss or damage to



the Flowmeter Equipment installed in or around Customer's Monitoring Site(s). Customer agrees that in the event the Flowmeter Equipment sustains loss or is damaged, whether or not such loss or damage is Customer's fault, Customer will pay Hach the full cost of replacement of such Flowmeter Equipment including the cost of labor, if any, required for the removal of damaged Flowmeter Equipment and for the replacement installation.

Meter In-Situ Calibration: Hach agrees to perform in-situ calibrations. A velocity profile shall be taken using a portable velocity meter and shall be recorded on the velocity profile worksheet. The average velocity determined by the velocity profile is compared to the velocity measured by the Flowmeter equipment. Also, the depth of flow shall be physically measured and compared against the depth measured by the Flowmeter equipment. The depth measurement of the Flowmeter equipment is adjusted to the depth measured manually and then verified that the depth has not changed.

Data Access and Storage Services. Hach agrees to develop a Customer-specific web page on Hach's Data Delivery Services web site(s) ("Customer's Web Page"), accessible only by Hach and its suppliers, Customer, Customer's Administrator and Authorized Customer Users, through which Customer Data may be accessed by Customer. Hach agrees to make all Customer Data collected by the Flowmeter Equipment at the Monitoring Sites accessible to Customer through Customer's Web Page, via a commercial digital wireless network or otherwise in Hach's sole discretion.

Meter Repairs and Maintenance: All repairs and maintenance, including battery replacement, to the Hach flow meters and rain gauges shall be the responsibility of Hach. Any costs associated with repairs and/or maintenance shall be paid by Hach and will not be incurred by the Customer.

Service Levels. Subject to all limitations of liability contained herein, Hach will endeavor to provide Customer with access to Customer's Web Page twenty-four (24) hours a day, Monday through Sunday, excluding periods of routine planned maintenance and upgrade services (the "Routine Window") and emergency services, with ninety-five percent (95%) uptime. Such periods are subject to change upon notice to Customer. Hach shall provide maintenance and upgrades to the Data Delivery Services, including Customer's Web Page, during the Routine Window unless deferral of such maintenance or upgrades would materially and adversely affect the performance or security of the Data Delivery Services, Hach's network, data center or other customers. Hach shall endeavor to perform such maintenance or upgrades in such a manner so as to not adversely impact Customer's use of the Data Delivery Services. To the extent possible, Hach shall notify Customer as far in advance as practicable of any maintenance or upgrades outside the Routine Window. Hach agrees to back up and store flow data collected by the Flowmeter Equipment at Customer's Monitoring Sites ("Customer Data") using industry standard security means. Hach will back up Customer Data on a daily basis and store it during the term of this engagement.

Data Analysis. No consulting or other services are provided by Hach to Customer. Customer acknowledges and agrees that Hach does not review, edit, investigate, confirm or analyze Customer Data or exercise any form of control over Customer Data other than those specific collection and storage services set forth in this Proposal.

Customer Responsibilities

Site Selection Criteria: Selection of the appropriate site to perform flow monitoring is critical to obtaining accurate data. The ideal site will have a straight run of pipe with at least three pipe diameters upstream and downstream of the probe location, and no dimensional variations that will change the hydraulic characteristics of the flow. Understanding that the probe will generally be placed in close

proximity to a manhole, flow direction should not change abruptly going through the manhole, i.e., there should be a straight run through the manhole. The manhole should not have debris, brick or any other objects that might disrupt the flow. There should be a smooth transition through the manhole with flow conditions resembling that of pipe flow; and the incoming pipe invert should be higher than the outgoing pipe invert. The manhole must also be accessible, not only for installation and recovery of the meter, but also for periodic inspections during the flow monitoring period. Flow conditions at the ideal site (prior to installation of the sensor) should have a minimum velocity of 0.75 feet per second. The preliminary list of sites to be utilized in fulfillment of this agreement is listed in Appendix A. In the event that the list of sites is not available at the time the contract is signed, the sites will be mutually documented by a customer representative and the Hach field team. The final list of sites will be reflected in the "As-built" documents attached to each site in FSDATA.

Customer Administrator. Customer agrees to designate a single individual (its "Administrator") who shall be Customer's agent in designating those employees of Customer who may, through unique Passwords, Customer IDs or other security means, access Customer's Web Page and Customer Data. Each Customer employee authorized to access Customer's Web Page and to whom a unique Password or Customer ID is assigned and issued shall be an "Authorized Customer User." The Administrator shall be responsible for the relationship between Hach and each Authorized Customer User. Only the Administrator may contact Hach to update Authorized Customer User profiles, approve new and close Authorized Customer User accounts. Hach shall issue and provide to each Administrator all security certificates, passwords and Customer identifications (collectively "Passwords and Customer IDs") for distribution to Authorized Customer Users. Customer shall keep full and accurate records of all issued, active and inactive passwords and Customer IDs. The right to use passwords or Customer IDs terminates immediately upon the earlier of termination of the engagement or an Authorized Customer User authorization to access Data Delivery Services. Customer is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and Customer IDs. Customer is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Customer User access to Data Delivery Services. The use of Passwords and Customer IDs constitutes acts of Customer and Hach may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing Data Delivery Services by means of such Passwords and Customer IDs. Although each Authorized Customer User is personally responsible for its use of Data Delivery Services, Customer's Web Page and Customer Data, Customer is responsible for ensuring that its Administrator and each Authorized Customer User is aware of and complies with this Agreement.

Customer Equipment. Certain hardware, software and telecommunications and other services and equipment (collectively "Customer Equipment") are required to access and use the Data Delivery Services. Customer is responsible for obtaining, implementing and operating and maintaining all Customer Equipment and bearing all related costs and expenses. Hach does not provide and Customer agrees it is not relying on Hach to provide advice or other assistance in selecting and acquiring Customer Equipment necessary for Customer to access the Data Delivery Services. Hach is not responsible for any change to the Services that may cause Customer Equipment to become obsolete, require modification or alteration or otherwise affect the performance of the Services.

SPECIFICATIONS OF FLOWMETER EQUIPMENT

Sensor Overview and Specifications – Flo-Dar™

Accurate and Reliable Flow Monitoring

The Flo-Dar Area/Velocity Radar Flow Meter provides a revolutionary approach to open channel flow monitoring. The sensor combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Flo-Dar provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, Flo-Dar eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Flo-Dar sensor accuracy and long-term stability from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

During surcharge events Flo-Dar's optional electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.

Flow Calculation

Method: Based on Continuity Equation, $Q = V \times A$

Accuracy: $\pm 5.0\%$ of reading typical where flow is in a channel with uniform flow conditions and is not surcharged.

Velocity Measurement

Method: Radar

Range: 0.75 to 20 ft/s (0.23 m/s to 6.10 m/s)

Accuracy: $\pm 0.5\%$; ± 0.1 ft/s (± 0.03 m/s)

Level Measurement

Method: Ultrasonic

Operating Range: 0.25 to 60 in. (0.634 to 152.4cm)

Optional Operating Range: 0 (0 cm) to 224" (5.7M) with 16" dead band), Temperature Compensated

Accuracy: ± 0.25 in. (± 0.64 cm)

Surcharge Level Measurement

Method: Piezo-resistive pressure transducer

Maximum Range: 138 inches (3.5 meters)

Surcharge Velocity Measurement

Method: Electromagnetic

Range: -5 to +20 ft/s

Enclosure

Material: Polystyrene (IP68)

Dimensions: 6.9"W X 16.65"L X 11.7"D (17.5 cm X 42.3 cm X 29.7 cm)

Weight: 10.5 lbs.

Operating Temperature Range: 14°F to 122°F (-10° C to 50°C)

Storage Temperature Range: -40°F to 140°F (-40°C to 60°C)

Sensor Cable

Material: Polyurethane jacketed

Standard Length: 30 feet

Rain Gauge Tipping Bucket

General

The Sigma rain gauge is a freestanding receptacle for measuring precipitation. It contains an open top, which allows rainfall to fall into the upper portion, which is called the collector. Collected water is funneled to a mechanical device (tipping bucket), which incrementally measures the rainfall accumulation and causes a momentary closure of a switch. As water is collected, the tipping bucket fills to the point where it tips over. This action empties the bucket in preparation for additional measurement. Water discharged by the tipping bucket passes out of the rain gauge with no need for emptying.

Specifications

Resolution: 0.01" rainfall per bucket tip

Accuracy: 0.5% at 0.5" per hour

Weight: 9.25 lbs., (4.2 kg)

Dimensions: 18" H x 12" W x 12" D, (45.7cm x 30.5 cm x 30.5 cm)

Operating Temp: 32 to 135 degrees F (0 to 57 degrees F)

Hach FL900 Logger

Overview

The Hach FL900 Logger receives, processes, and transmits the data received from the sensors. Each remote panel transmits level, velocity and flow signals via 1xRTT or GSM packet switched cellular wireless technology. The data is transmitted to the Customer via a password protected secure web application.

The Hach FL900 Logger has storage capacity of 325,000 data points; 1128 days for 3 channels at 15-minute log intervals. The electronics housing material is sealed, watertight PC/ABS structural foam and enclosures are NEMA 6P/IP68 rated. Electronics operating temperature range is between -18 to 60°C (0 to 140°F) at 95% RH. Storage temperature for electronics is -40 to 60°C (-40 to 140°F)

Data Storage:



Event Log: 1,000 events maximum in non-volatile flash memory
Sample History: 2,000 sample events maximum in non-volatile flash memory
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

Local Terminal

USB

RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

Power Requirements

8 to 18 Vdc from batteries or external power source, 2.5W max.

Housing

Dimensions: (W x D x H) 25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)

Enclosure: PC/ABS structural foam

Environmental Rating: NEMA 6P (IP68)

Weight (Using Model FL900):

4.5 kg (10 lb)—no batteries;

6.3 kg (14 lb)—2 batteries;

8.2 kg (18 lb)—4 batteries

Operating Temperature: -18 to 60°C (0 to 140°F) at 95% RH

Storage Temperature: -40 to 60°C (-40 to 140°F)

Hach FSDATA Server software

Overview

FSDATA web-based flow meter software provides 24/7 access to your unedited flow data. Hach's secure and reliable IT infrastructure provides peace of mind for flow meter data with secure log-ins, redundant power and network connections as well as daily backups.

Key Features:

- Map view of all sites with visual status
- Summary view of all sites with essential data
- Data viewing in multiple formats, including Hydrographs, scattergraphs, raw data tables
- Easily accessible data statistics, including Average, Minimums, and Maximums
- Calculated Totals for Flow and Rain
- PDF reports, including raw data, data summary, statistics
- Measurement alarms, including High/High, High, Low/Low, Low
- No call alarm alerts Hach's support team and the end user when the cellular modem is unable to complete a call
- Troubleshooting help (reports, diagnostics)

Data and server security:

- Bidirectional communication encryption using HTTPS
- Modem/server connection is protected with both Firewalls and Intrusion Prevention System

- Key card and Axxess secured access to server

Data reliability:

- Backups: Daily incremental, Weekly full.
- Disaster Recovery (DR): Standby database hosted on DR site continuously updated from production.

Server reliability:

- 99.9% uptime target
- Redundant 50 KVA UPS with a minimum of 20 minutes backup time (fully loaded dual-battery string)
- Auxiliary 85 KWatt Katolight Natural Gas-fired Generator with automatic and manual starters
- Power monitoring
- Temperature monitoring and control

TERMS AND CONDITIONS FOR SUBSCRIBER LICENSE AND DATA DELIVERY SERVICES

1. TERMS AND CONDITIONS

These "Terms and Conditions" mean collectively, the terms and conditions contained herein. Any Terms and Conditions originating with Customer are superseded by these Terms and Conditions and shall not be or become part of the contract between HACH COMPANY and Customer unless specifically accepted in a writing signed by a duly authorized officer of HACH COMPANY. HACH COMPANY'S commencement of work shall not be construed as acceptance of an order from Customer containing additional or different terms and conditions. HACH COMPANY shall have no liability to Customer of any nature until Customer signs and delivers to the HACH COMPANY the Service Order Form.

2. LIMITED LICENSE

HACH COMPANY grants to Customer during the term hereof a nonexclusive, non-transferable, non-sublicensable, limited, revocable license to access Customer's Web Page solely through HACH COMPANY's network, solely for (a) Customer's internal business operations and (b) accessing Customer Data retrieved from Customer's Monitoring Sites by the Flowmeter Equipment. HACH COMPANY grants no rights other than those granted explicitly herein and reserves and retains for itself and/or its licensors all title, copyright and other proprietary rights in the Flowmeter Equipment, Data Delivery Services and Customer's Web Page, including all updates, custom modifications and derivatives, all of which shall become the property of HACH COMPANY.

3. SERVICES

Restrictions and Requirements. Customer is responsible for all activities that occur under its Authorized Customer User accounts. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify Hach promptly of any such unauthorized use; (iii) adhere to all Customer requirements set forth in the Technical Proposal; and (iv) comply with all applicable local, state, federal, and foreign laws in using the Services and, if using the Services outside of the United States, not use the Data Delivery Services in a manner that would violate any federal or state laws of the United States if conducted therein.

Use Guidelines: Customer shall and shall cause its Administrative and Authorized Customer Users to use the Data Delivery Services solely for its own internal business purposes as contemplated by this Agreement and not that of any third party and shall not: (a) license, sublicense, sell, resell (except as may be expressly permitted by Hach in the Service Order Form, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than as contemplated by this Agreement; (b) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (c) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (d) send or store material containing software viruses, worms, Trojan Horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the

integrity or performance of the Data Delivery Services, the data contained therein or the web page of other Hach customers; (f) attempt to gain unauthorized access to the Data Delivery Services, its related systems or networks or the web page or data of other Hach customers; or (g) cause or permit the reverse engineering, disassembly or decompilation of the Flowmeter Equipment, Data Delivery Services or of Customer's Web Page. Customer shall not (h) modify, copy or create derivative works based on the Data Delivery Services or Hach technology; (i) create Internet "links" to or from the Data Delivery Services, or "frame" or "mirror" any content forming part of the Data Delivery Services, other than on Customer's own intranets or otherwise for its own internal business use for the purposes set forth in this Agreement; or (j) disassemble, reverse engineer, or decompile the Data Delivery Services or Hach technology, or access it in order to (I) build a competitive product or service, (II) build a product or service using similar ideas, features, functions or graphics of the Service, or (III) copy any ideas, features, functions or graphics of the Service.

4. FEES; PAYMENTS; TAXES

Customer shall pay all Fees specified in US dollars. Except as provided below, Fees are non-refundable. HACH COMPANY shall invoice Customer monthly in advance and Customer shall pay HACH COMPANY fees for the Services in the amount and on the following terms, free and clear of, and without any reduction for, any and all taxes (the "Fees"). Fees are due thirty (30) days from the invoice date. Delinquent payments shall bear interest at the rate of one and one half percent (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Payments may be applied first against interest and collection costs and then Fees. Customer agrees to pay all late charges imposed and all reasonable expenses (including attorneys' fees) incurred by HACH COMPANY in collecting unpaid or delinquent amounts. If Customer's account is thirty (30) or more days overdue, in addition to any of its other rights and remedies, HACH COMPANY may suspend Customer's access to the Data Delivery Services without liability to Customer.

5. ACCEPTABLE USE

HACH COMPANY may, in its sole discretion, restrict, suspend, refuse access and/or terminate the access should HACH COMPANY learn of any violation. Customer shall conform to and comply with all applicable laws, rules, regulations, orders and other governmental requirements, now or hereafter in force, related to the Services.

6. TERM AND TERMINATION

This Agreement is effective on the date set forth in the Proposal, and shall continue for the term set forth therein. After the initial term, this Agreement shall continue on a month to month basis at HACH COMPANY's then current applicable rates unless terminated by either party upon thirty (30) days written notice to the other party given prior to the expiration of the applicable term. Either party may terminate this Agreement in the event the Data Delivery Services are not accessible by Customer at least ninety-five (95%) percent of the time during three (3) consecutive months of any term.



Except as otherwise provided for herein, either party may terminate this Agreement upon the material breach of the other party, if such breach remains uncured for thirty (30) days following written notice to the breaching party. The foregoing notwithstanding, HACH COMPANY may terminate immediately upon Customer's breach of Section 8 or upon Customer's second breach of any other Section.

Upon any termination of this Agreement, all rights to access the Data Delivery Services and Customer's Web Page terminate. Customer shall provide to HACH COMPANY secure, safe and free access to the Monitoring Site for the purpose of retrieving the Flowmeter Equipment for a period of ninety (90) days from the date of notice of termination. HACH COMPANY shall have no obligation to refund to Customer any Fees and any unpaid Fees shall immediately be due and payable upon termination. The foregoing notwithstanding, should either party terminate due to the unavailability of the Data Delivery Services as provided in this Section 6 above, Customer shall not be obligated to pay Fees for the pertinent months and if already paid, HACH COMPANY agrees to refund to Customer Fees paid during the period of unavailability. The foregoing shall be HACH COMPANY's sole obligation and Customer's exclusive remedy for unavailability of the Data Delivery Services. HACH COMPANY may destroy all backup and stored Customer Data within thirty (30) days of the expiration or termination of this Agreement. Termination of this Agreement for cause shall not limit HACH COMPANY from pursuing other remedies available to it, including equitable relief, nor shall such termination relieve Customer of its payment obligations hereunder.

7. OWNERSHIP OF FLOWMETER EQUIPMENT

Customer acknowledges and agrees that the Flowmeter Equipment and all hardware, software and other equipment of any nature comprising and/or utilized by HACH COMPANY in the delivery of the Services or otherwise supplied to Customer is and remains the sole and exclusive property of HACH COMPANY and its suppliers. The Flowmeter Equipment, Customer's Web Page, Data Delivery Services, including all Intellectual Property Rights therein, created or developed under this Agreement are, will be and remain the sole and exclusive property of HACH COMPANY and/or its licensors or suppliers. For purposes herein, "Intellectual Property Rights" shall mean any and all now known or hereafter known tangible and intangible (A) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (B) trademark and trade name rights and similar rights; (C) trade secret rights; (D) all Data Delivery Services data, content, software, text, typefaces, graphics, and any other documents or information of any kind relating to Data Delivery Services and Customer's Web Page including selection and arrangement of materials therein and "look and feel" thereof (but excluding Customer Data); (E) patents, designs, algorithms and other industrial property rights; and (F) all other intellectual and industrial property rights, whether arising by operation of law, contract, license, or otherwise. Neither Customer, its employees, Administrator, Authorized Users nor agents shall assert or claim any

ownership interest in the Services, the Flowmeter Equipment, Data Delivery Services, or Customer's Web Page.

8. NON-DISCLOSURE OF INFORMATION

Customer Data is confidential and proprietary information to Customer. HACH COMPANY acknowledges that it will have access to Customer Data in the course of providing the Services and agrees to hold Customer Data in confidence and not to release or give access to Customer Data to any third party unless such individual or entity has a need for such knowledge to perform Services in the furtherance of this Agreement. HACH COMPANY further agrees not to make use of Customer Data for its own benefit or for the benefit of any third parties, other than for the performance of this Agreement. Notwithstanding the foregoing, HACH COMPANY may retain Customer Data for the purpose of analysis and research and to aggregate it with that of other HACH COMPANY customers for statistical analysis, trends or other industry-related purposes so long as such use does not result in the identification of Customer.

The Flowmeter Equipment and all components thereof, such as the Flo-Dar appliance, antennae, related software and documentation, Data Delivery Services technology and architecture, terms of this Agreement, Service Order Form including pricing, and any information that comes into Customer's possession or knowledge in connection with HACH COMPANY's interests, including without limitation its methods, equipment, financials, or marketing and sales information (collectively "HACH COMPANY Confidential Information") consists of confidential and proprietary information of HACH COMPANY, its affiliates, licensors, or third parties. Customer agrees to hold HACH COMPANY Confidential Information in confidence and agrees not to release such information to any individual whether employee, subcontractor or subcontractor employee, unless such individual has a need for such knowledge for the performance of this Agreement. Customer further agrees not to make use of HACH COMPANY Confidential Information for its own benefit or for the benefit of any third parties other than as specifically required in the performance of this Agreement.

The above limits on disclosure do not include information which the receiving party can prove (A) is or becomes known publicly without its fault; (B) is learned by it from a third party entitled to disclose the information; (C) is already known to it before receipt from the disclosing party; or (D) is independently developed by it.

In the event of any breach of these confidentiality obligations, each party acknowledges that the non-breaching party would be irreparably injured and shall be entitled to seek equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement.

Upon termination of this Agreement, such Confidential Information shall, upon request of the party who disclosed the information, be returned thereto or permanently destroyed.

The terms of this Section shall survive the termination of this Agreement.

9. REPRESENTATIONS AND WARRANTIES

HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement.

HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE.

CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE.

HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to HACH COMPANY that: (A) it owns or has the right to permit HACH COMPANY to access its Monitoring Sites and surrounding areas for installation, maintenance and retrieval of the Flowmeter Equipment; (B) it, its Administrator and Authorized Customer Users shall comply with all terms and conditions and policies for use of the Data Delivery Services.

Customer shall and hereby agrees to defend, indemnify and hold HACH COMPANY and its affiliates, suppliers and licensors harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that HACH COMPANY had no right or authority to access the Monitoring Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with applicable laws. Customer's obligations hereunder do not apply to the extent of damages directly caused by the gross negligence of HACH COMPANY.

10. LIMITATION OF LIABILITY
IN NO EVENT SHALL HACH COMPANY, ITS AFFILIATES, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE TO

CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, OR FOR CORRUPT OR UNAVAILABLE CUSTOMER DATA, OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY, EVEN IF HACH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE SERVICE ORDER UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRIOR TO THE CLAIM GIVING RISE TO THE LIABILITY. CUSTOMER HEREBY INDEMNIFIES, HOLDS HARMLESS AND AGREES TO DEFEND HACH COMPANY AGAINST ANY THIRD PARTY CLAIM.

THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING DISCLAIMERS AND LIMITATIONS SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

11. INITIAL DISPUTE RESOLUTION/JURY WAIVER

All disputes shall be referred to the parties' respective representative designated by each party. If such designated representative(s) are unable to resolve the dispute within seven (7) business days, the parties shall submit the dispute to a senior executive from each party for resolution. Thereafter if the dispute remains unresolved for an additional seven (7) day period, the parties may pursue resolution through any lawful means.

12. GENERAL

(a) As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

(b) This Agreement shall be governed by the laws of the State of Colorado without giving effect to principles of conflict of laws and shall benefit and be binding upon the parties hereto and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of Colorado and agree that, subject to HACH COMPANY's right to seek equitable relief in any court of competent jurisdiction, the courts within Colorado shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. The United Nations Convention on the International Sale of Goods shall not apply.



- (c) Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, or by United States certified mail, return receipt requested, postage prepaid, to the addresses appearing in the Proposal. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.
- (d) The failure of either party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy or election, but such items shall continue and remain in force and effect. All rights or remedies specified in this Agreement and all other rights or remedies that either party may have at law, in equity or otherwise shall be distinct, separate and cumulative rights or remedies, and no one of them, whether exercised by the party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy. Any consent, waiver or approval by either party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.
- (e) Neither this Agreement nor any license granted hereunder may be assigned by Customer without the prior written consent of HACH COMPANY which may be withheld for any reason and any such assignment is void.
- (f) The captions are for convenience and in no way define, limit or enlarge the scope of this Agreement or any of its Sections.
- (g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement, or the application of such provisions or circumstances shall be valid and shall be enforced to the fullest extent permitted by law.
- (h) HACH COMPANY shall have no liability for delays, failure in performance or damages due to fire, explosion, terrorism, lightning, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities, inability to secure materials, transportation facilities, fuel or energy shortages, acts or omissions of

communications carriers or any other causes beyond HACH COMPANY's control.

- (i) Customer agrees to comply fully with all relevant export laws and regulations of the United States to assure that neither the Hach Intellectual Property Rights nor any direct product thereof are (a) exported directly or indirectly, in violation thereof; or (b) are intended to be used for any purposes prohibited thereby.
- (j) The definitions wherever located and any other provisions or terms that by their nature should survive, shall survive the expiration or termination of this Agreement.
- (k) Any claim by a Customer arising out of or in connection with this Agreement shall be brought within one (1) year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non-prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.
- (l) In dealings between HACH COMPANY and Customer, HACH COMPANY shall be entitled to rely upon any assent by a person using its assigned Password and User ID.
- (m) HACH COMPANY shall have the right, upon reasonable notice to Customer and during normal business hours, to periodically conduct an audit of Customer's usage, subject to the confidentiality provisions of this Agreement, in order to verify Customer's compliance with this Agreement.
- (n) HACH COMPANY may disclose that Customer is approved to conduct or is conducting business through the Data Delivery Services and may provide a brief description of Customer's business and appropriate Customer contact information to current and potential customers, other customers, HACH COMPANY suppliers and/or in marketing and advertising material promoting HACH COMPANY, Flo-Dar and/or Data Delivery Services.
- (o) These Terms and Conditions and any written modifications thereto contained in a HACH COMPANY Service Order Form executed by both parties, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, discussions or agreements, oral or written, between Customer and HACH COMPANY. This Agreement may only be amended by an instrument in writing signed by Customer and HACH COMPANY.

APPENIDIX A: CUSTOMER/PROJECT DETAILS

Requested start date:

Month Day, Year

Customer Administrator:

Name, Email

Customer Authorized Users:

Name 1, Email 1

Name 2, Email 2

Name 3, Email 3

...

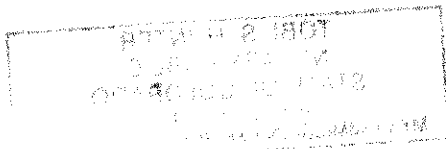
List sites of sites in best details available – Street Address/Intersection,
Latitude/Longitude, Etc.

1) X

2) Y

3) Z

...



Affidavit of Non-Collusion

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

State of Colorado)
County of Larimer) SS

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

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

Vice President

(title of Affiant)

Sworn and subscribed to before me this 16th day of January, 2015

My Commission Expires: 04/26/16

(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015-6,435)

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

State of Colorado)
County of Larimer) SS

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

1. He or she is the Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Hach Company,
(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] Vice President
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 6th day of January, 2015

[Signature] My Commission Expires: 04/26/16
(Notary Public)

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

State of Colorado)
County of Larimer) SS

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

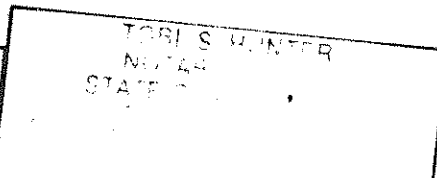
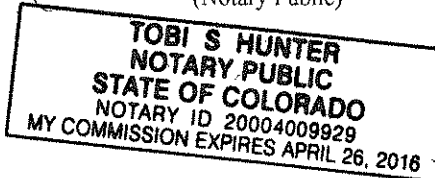
1. He or she is the Vice President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Hach Company
(legal name of entity submitting bid or proposal)

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

Sworn and subscribed to before me this 6th day of January, 2015
(Notary Public) My Commission Expires: 04/26/16



**MARSH
McBIRNEY SIGMA**



Be Right™

RIGHT DATA. RIGHT RESULTS.

Be right, right now with
HACH DATA DELIVERY SERVICES

ECONOMICAL & EFFICIENT FLOW MONITORING SERVICES

GOOD FLOW DATA MAKES YOU SMART. HACH DDS MAKES YOU BRILLIANT.

It's a simple truth that good data helps you make better decisions. Armed with accurate and timely wastewater flow data, those tough challenges you struggle with will be easier to solve and your risks will shrink dramatically. Sounds pretty smart, right?

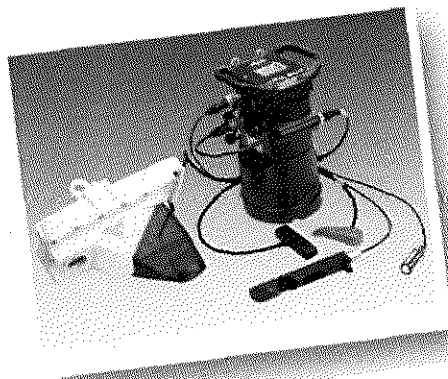
But it's also well-known that collecting good flow data can be a time consuming, expensive, and hassle-filled process. Well, not anymore...

MEET HACH DATA DELIVERY SERVICES (DDS).

DDS is a highly efficient flow monitoring service tailored to deliver the right data, right when you need it, so you can deliver the right results. For a fixed monthly fee, Hach Flow provides all of the equipment, data transmission, and technical support you need to acquire your flow data—delivered in real-time so you can immediately perform your analysis. And Hach even manages all equipment monitoring and maintenance resources,* removing that aggravation from your day.

Stop losing time to the constant struggle of securing reliable flow data. Use DDS instead and devote your efforts to implementing projects that finally solve your wastewater flow challenges.

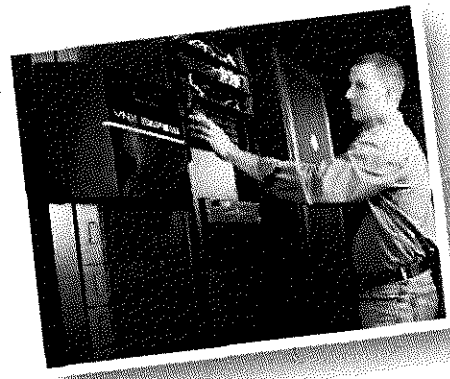
What Hach Handles:



**All Necessary
Equipment**



**Monitoring &
Maintenance***



**Data Transmission
& Storage**

**Equipment monitoring & maintenance available with DDS Preferred Program.*

THE BENEFITS OF DDS

- **Use state-of-the-art flow monitoring equipment without buying any inventory.**

All equipment is included in the monthly cost so you don't have to pay a premium to be on the cutting edge of technology, and you never have to worry about your equipment becoming obsolete.

- **Choose a Hach DDS program that fits your staffing resource needs.**

We'll train and certify your staff to handle maintenance, or we'll do the maintenance for you. You choose.

- **Get started quickly.**

Hach has an extensive supply of loggers and installers that allow us to get your meters installed and sending data in no time.

- **Receive the data you need, guaranteed.**

Hach Company monitors the status of all your wirelessly-networked flow meters 24/7 and guarantees a 95% uptime.

- **Leave repairs to us.**

In the event equipment becomes fouled or malfunctions in any way, Hach handles all repair or replacement at no additional cost to you.

- **Know your flow status anytime, anywhere.**

All metered locations can be programmed to send text or email alerts as desired, and alarms can be set for any measurement.

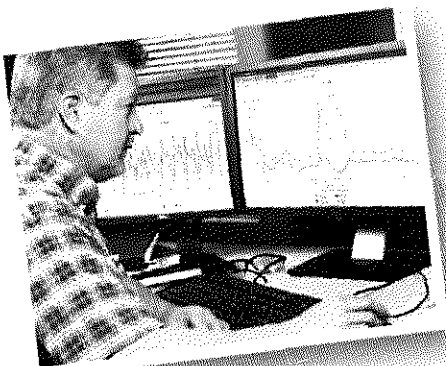
- **Harness the power of real-time data.**

Hach DDS includes FSData Online Data Manager, a cloud-based software that allows you to view your collection systems' response to weather events or improvement projects in real-time from any computer with a web browser.

- **Use DDS for either long- or short-term monitoring.**

From ongoing flow data collection to temporary projects like I&I studies, Hach DDS is an economical, ideal solution.

What You Get:



**Real-time Access
to Data for Analysis**

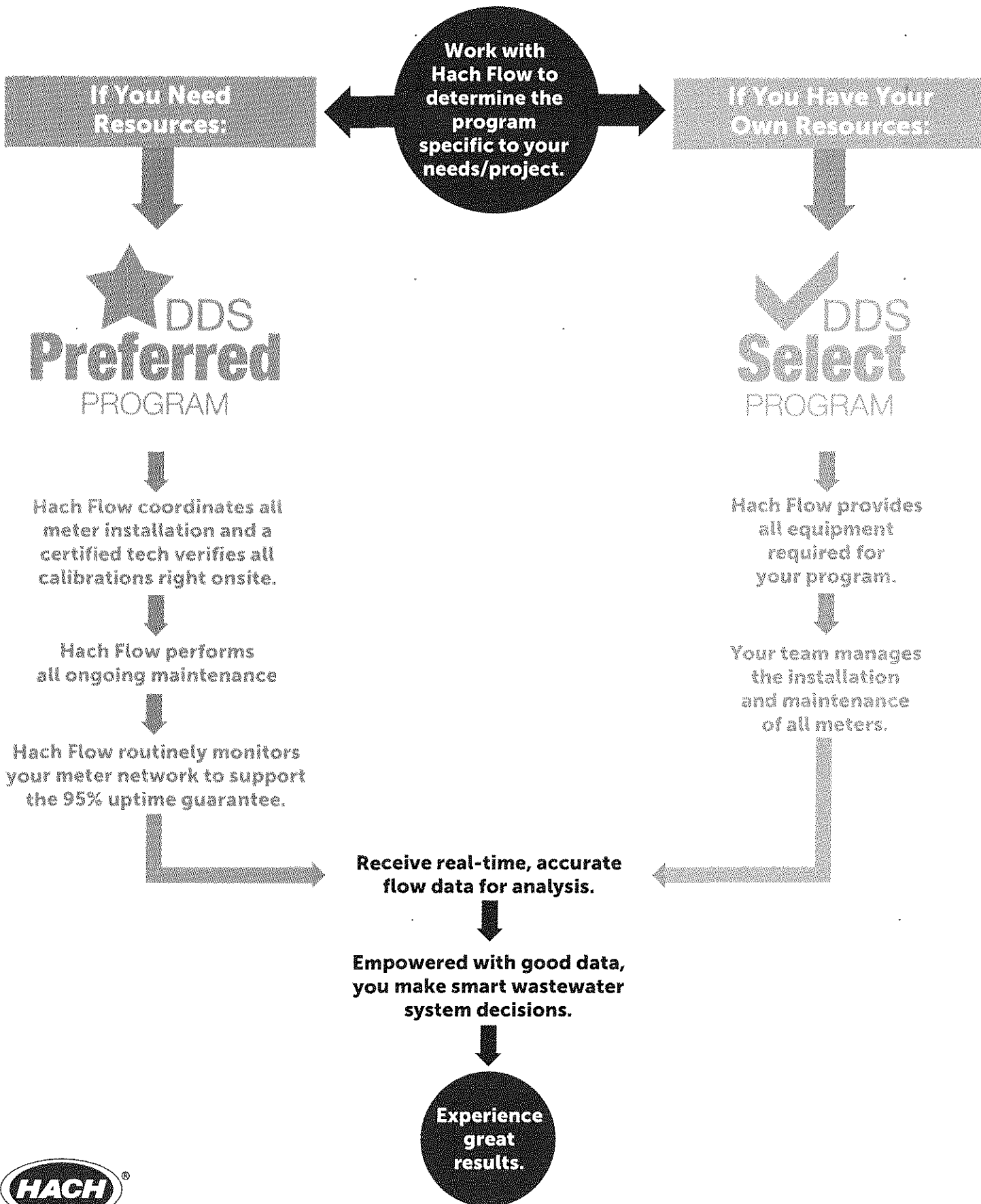


**Convenient Data
Access Anywhere**



**Instant Alerts
on Flow Changes**

WHICH DDS PROGRAM IS RIGHT FOR YOU?



DDS PROGRAM OPTIONS



Included with chosen DDS Program

Software and Hardware		DDS Preferred PROGRAM	DDS Select PROGRAM
	Hach RL900 Series Flow Logger - Wireless	✓	✓
	Flow Monitoring Sensors (See Available Sensor Systems)	✓	✓
	Cellular Data Service	✓	✓
	Web-Based Software - FSData Online Data Manager	✓	✓
	24/7 Access to Unedited Real-time Data	✓	✓
	Unlimited Data Storage	✓	✓
	Alarms (Event Notification)	✓	✓
Standard Services	Installation Hardware Incl. Antenna	✓	✓
	Battery and Equipment Replacement	✓	✓
	24/7 Customer Support	✓	✓
	Training on FSData	✓	✓
Premium Services	95% Uptime Guarantee	✓	Meter Only
	Installation Coordination	✓	Optional
	On-Site Startup, Calibration by Hach Technician	✓	Optional
	Monitoring of Equipment Performance	✓	Not Available
	Maintenance, Battery Changes by Trained Technician	✓	Not Available
	Removal when Contract Ends	✓	Not Available
	Shipping to/from Customer Site	✓	Ship to only

THE BEST EQUIPMENT MONEY CAN BUY, WITHOUT HAVING TO BUY.



One of the greatest benefits of Hach's Data Delivery Services is the opportunity to use the best, most current flow monitoring equipment on the market without having to purchase any inventory. All equipment is simply built into the monthly cost of your program, including any equipment repair or replacement, if needed. With DDS, you'll never have to worry about having the tools you need.

Hach FL900 Series Flow Logger - Wireless

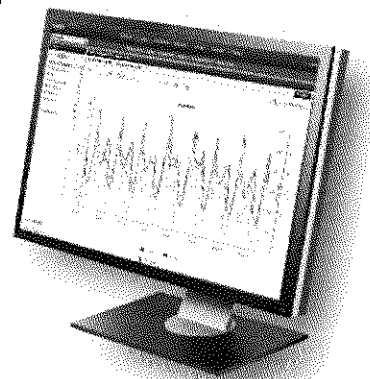
- Cellular wireless modem for real-time data access
 - Carriers available include Verizon, AT&T, Sprint & Rogers
- Four sensor ports for any Hach sensor
- Rain Gauge port
- COM port for direct meter communication or access to MODBUS

FLO-DAR AV Sensor

- Non-contact flow monitoring reduces sensor fouling and downtime
 - Utilizes advanced digital Doppler radar to measure velocity and ultrasonic technology to measure level
- The surcharge level sensor and surcharge Velocity Sensor (SVS) continue to deliver data even during surcharge events

fsDATA Online Data Manager

- Connects with wireless FL900 Series Flow Loggers to present real-time data 24/7
- Map-view dashboard shows meter locations and status with color-coded markers
- Intuitive drop-down menus make site navigation easy and efficient
- View flow data in a variety of tabular spreadsheet or graphical formats
- Easily generate summaries and reports with database-organized data
- Web service option for integration with SCADA or other databases, including both real-time and historical data



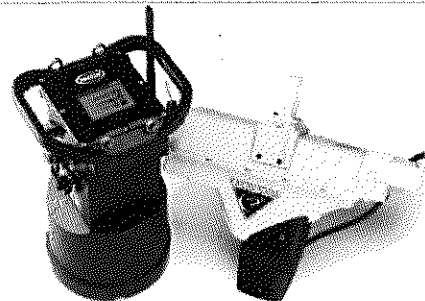
AVAILABLE SENSOR SYSTEMS

The  icon indicates sensor systems available with the **DDS Preferred Program**, which includes monitoring and maintenance.

The  icon indicates sensor systems available with the **DDS Select Program**, which does not include monitoring and maintenance.

Non-Contact Wireless Monitoring System

Our most powerful monitoring system combines the convenience of wireless data delivery with the intelligence of non-contact flow monitoring. Using wireless Hach FL900 Series Flow Loggers and non-contact FLO-DAR AV with SVS Sensors, this system efficiently captures flow data and significantly limits the risk of sensor downtime. The DDS Preferred Program is built on the strength of the Non-Contact Wireless Monitoring System.



Wireless Level-Alarming Network Extension

This sensor system is designed to economically expand your meter network, complementing the Non-Contact Wireless Monitoring System. Use highly accurate, non-contact FLO-DAR monitoring for primary sites and then use ultrasonic level sensors at secondary locations to extend your system awareness while staying within your budget. This system:

- Uses Hach US9001B Ultrasonic Sensors with Ballast to provide SSO and CSO alarming
- Can be set up to collect flow data using Manning's equation
- Includes Hach FL900 Series Flow Loggers to wirelessly transmit alarms and data right to your desktop or mobile phone



Rain Gauge Monitoring Network Extension

Expanding your monitoring network to measure rainfall is always a good idea, and this network extension is designed to do just that, smartly complementing our Non-Contact Wireless Monitoring System. Utilizing rain gauge tipping buckets paired with wireless data loggers to transmit precipitation information, you'll conveniently be able to view your system's reaction to a rain event in real-time. The system includes:

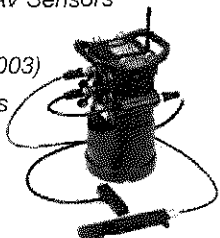
- Sigma Rain Gauge Tipping Buckets
- Wireless Hach FL900 Series Flow Loggers



Redundant Level Monitoring System

This new twist on traditional submerged monitoring pairs a submerged AV sensor with an ultrasonic level sensor for integrated redundant-level flow monitoring. The system includes:

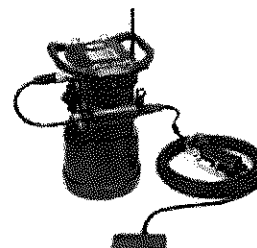
- Sigma Submerged AV or FLO-TOTE® 3 AV Sensors
- Hach US9000 Ultrasonic Sensors — Down-Looking (US9001) or In-Pipe (US9003)
- Wireless Hach FL900 Series Flow Loggers with AV9000 Analyzer Modules



Submerged AV Monitoring System

The Submerged AV Monitoring System is as tried and true as it gets, but the Hach Submerged AV Monitoring System also incorporates wireless data transmission to provide truly convenient, real-time data review. This system features:

- Sigma Submerged AV or FLO-TOTE® 3 AV Sensors
- Wireless Hach FL900 Series Flow Loggers with AV9000 Analyzer Modules





**MARSH
MCBIRNEY**

SIGMA

**CONTACT HACH FLOW TO DISCUSS YOUR NEEDS AND
SELECT A DDS PROGRAM THAT'S RIGHT FOR YOU.**

800-368-2723

hachflowsales@hach.com

hachflow.com



FLO-DAR® AV SENSOR

Applications

- Wastewater
- Collection Systems
- Industrial Water



The FLO-DAR® AV Sensor provides an ideal solution for non-contact, maintenance-free portable or permanent sewer flow monitoring.

The FLO-DAR AV Sensor provides a revolutionary approach to open channel flow monitoring. It combines advanced Digital Doppler Radar velocity sensing technology with ultrasonic pulse echo depth sensing to remotely measure open channel flow. Use with the Hach FL900 Series Flow Loggers (wireless or standard) for portable monitoring. For permanent power application sites the FLO-DAR can be connected to the FLO-STATION. Intrinsically safe models are available.

Accurate Flow Measurement

FLO-DAR provides the user with highly accurate flow measurements under a wide range of flows and site conditions. By measuring the velocity of the fluid from above, FLO-DAR eliminates accuracy problems inherent with submerged sensors including sensor disturbances, high solids content and distribution of reflectors.

Non-Contact Sensor Eliminates Lost Data

No lost data with non-contact, above the flow sensor that is unaffected by fouling due to debris and grease.

Easy Installation and Maintenance

As the sensor is mounted above the flow, personnel have little or no contact with the flow during installation. Future sensor removal and replacement can be done without the need for confined space entry.

Independent Accuracy / Long-Term Stability Verification

FLO-DAR sensor accuracy and long-term stability (up to 3 years without need for site calibration) from low flow depths up to surcharge conditions has been independently verified many times over the years including a formal evaluation by the Alden Research Laboratory, Inc. and recent field evaluations done by municipalities and consulting engineering firms.

Perfect Solution for Difficult Flow Conditions

Operates in the most difficult conditions including flows with high solids content, high temperature, shallow and caustic flows, large man-made channels, and high velocities up to 20 ft/s.

Optional Surcharge Velocity Sensor (SVS)

During surcharge events FLO-DAR's optional SVS electromagnetic sensor will continue to provide uninterrupted and accurate flow monitoring through dry and wet weather flows without the need for routine sensor cleaning or maintenance.



Specifications*

FLO-DAR AV Sensor

Enclosure	IP68 Waterproof rating, Polystyrene
Dimensions	160.5 W x 432.2 L x 297 D mm (6.32 x 16.66 x 11.7 in.), with SVS, D = 387 mm (15.2 in.)
Weight	4.8 kg (10.5 lbs.)
Operating Temperature	-10 to 50°C (14 to 122°F)
Storage Temperature	-40 to 60°C (-40 to 140°F)
Power Requirements	Supplied by FL900 Flow Logger, Flo-Logger, or FLO-STATION

Interconnecting Cable—Disconnectable at both sensor and logger or FLO-STATION

Polyurethane, 0.400 (±0.015) in. diameter; IP68 Standard length 9M (30 ft), maximum 305 m (1000 ft)

Cables are available in two styles:

- connectors both ends
- connector from sensor with open leads to desiccant hub, desiccant hub with connector to logger. A potting/sealant kit will be included. This can be used to run the cable through conduit.

Important Note: The sensor cable assembly with desiccant hub is compatible with either the Marsh-McBirney Flo-Logger/Logger XT or the Hach FL900 Series Flow Loggers. When using this cable assembly with the Marsh-McBirney Flo-Logger, do not disconnect the desiccant cartridge that is attached to the Flo-Logger itself. It is important to keep the air tube plugged.

If using FLO-DAR cable with FLO-STATION, the cable will have bare leads to the FLO-STATION (30 to 1000 ft. lengths) and there will be no desiccant hub, as the air tube terminates inside of the FLO-STATION housing.

Warranty	1 year
Set-up/Data Retrieval	FLO-WARE for Windows software is the user on-site set-up, data management, and report generation software. It is compatible with desktop/laptop computers utilizing Windows operating system.

Certification

FLO-DAR Sensor Model Numbers: 890004801, 890004901, 890004804, 890005201, 890004807, and 890005204
Frequency: 24.10GHz to 24.15GHz
Category: Field Disturbance Sensor
Output Field Strength: < 2.5 V/m (128dBuV/m) @ 3m, measured per following standards
Certified to FCC Part 15.245: FCC ID: VIC-FLODAR24
Certified to Industry Canada Spec. RSS210. V7: IC No.: 6149A-FLODAR24

FLO-DAR Sensor Model Numbers: 890004802, 890004902, 890004805, 890005202, 890004808, and 890005205
Frequency: 24.16GHz to 24.19GHz
Category: Short Range Device Output Power (EIRP): < 10mW (10dBm) @ 3m, measured per the following standard
Certified to ETSI EN 300 440-1 V1.6.1 (2010-08)

Use of this device is subject to the following conditions:

1. There are no used serviceable items inside this device.
2. The user must install this device in accordance with the supplied installation instructions and must not modify the device in any manner whatsoever.
3. Any service involving the transmitter must only be performed by Hach Company.
4. The user must ensure that no one is within 20 cm of the face of the transmitter when operating.

Surcharge Depth Measurement

Auto zero function maintains zero error below 0.5 cm (0.2 in.)

Method	Piezo-resistive pressure transducer with stainless steel diaphragm
Range	3.5 m (138 in.), overpressure rating 2.5 x full scale

Velocity Measurement

Method	Radar
Range	0.23 to 6.10 m/s (0.75 to 20 ft/s)
Accuracy	±0.5%; ±0.03 m/s (±0.1 ft/s)

Depth Measurement

Method	Ultrasonic
Standard Operating Range from FLO-DAR Housing to Liquid	0 to 152.4 cm (0 to 60 in.)
Optional Extended Level Operating Range from Transducer Face to Liquid	0 to 6.1 m (0 to 20 ft.) with 43.18 cm (17 in.) dead band, temperature compensated.
Accuracy	±1%; ±0.25 cm (±0.1 in.)

Flow Measurement

Method	Based on Continuity Equation
Accuracy	±5% of reading typical where flow is in a channel with uniform flow conditions and is not surcharged, ±1% full scale max.

Continued on next page.

Specifications* (continued)

Surcharge Conditions Depth/Velocity

DEPTH (Std with FLO-DAR Sensor)

Surcharge depth supplied by FLO-DAR sensor.

VELOCITY (Optional Surcharge Velocity Sensor)

Method	Electromagnetic
Range	± 4.8 m/s (± 16 ft/s)
Accuracy	± 0.15 ft/s or 4% of reading, whichever is greater.
Zero Stability, Typical	$> \pm 0.05$ ft/s

Certification Intrinsically Safe (Optional)

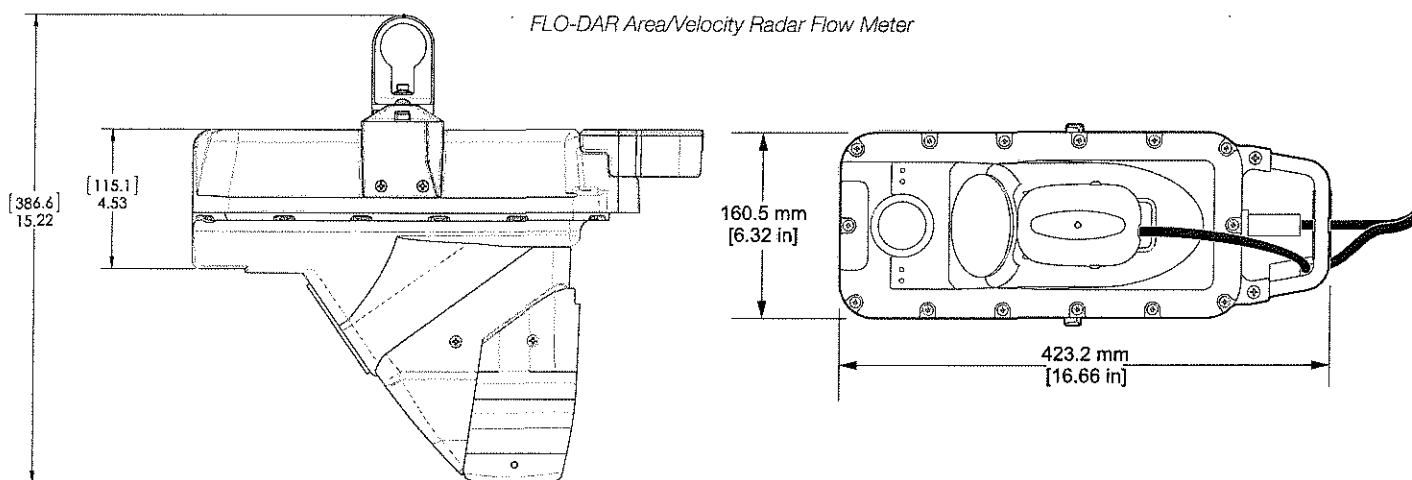
The optional FLO-DAR with a Surcharge Velocity Sensor (SVS) are certified to Class I, Zone 1 Standards. They conform to ANSI/UL 60079-11 and are certified to CAN/CSA E60079-11 and EN 60079-11 standards.



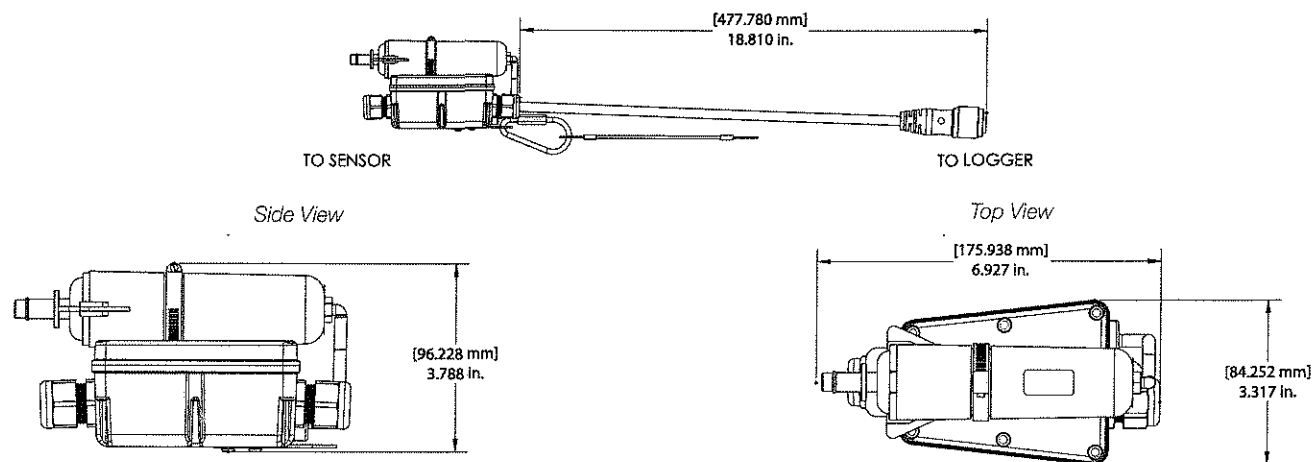
The FLO-DAR sensor meets CE requirements.

**Subject to change without notice.*

Dimensions



The desiccant hub assembly includes a junction box to connect sensor cable to the desiccant and subsequently to the FL900 Logger. The desiccant can easily be replaced without need to purchase a separate desiccant module.



*Desiccant Hub Assemblies for use with portable FL900 Series Loggers and Marsh-McBirney Flo-Logger.
(Sensor cable for use with FLO-STATION will not contain a desiccant hub and will have bare wires on cable end.)*

Ordering Information

Configure FLO-DAR Sensor to Logger (Portable)

FLO-DAR Sensor	Model 4000	-	4	X	X
FLO-DAR Sensor with specified cable length (need to add cable as separate line item)			4		
Non Intrinsically Safe Surcharge Velocity Sensor Option (IMPORTANT NOTE: SVS cable length MUST MATCH FLO-DAR Sensor Cable length)				0 3	
Non Extended Range Extended Range Option—Allows use in flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60". SVS Option requires Remote Extended Range below.					0 1
Remote Extended Range Option with 6' sensor cable—Flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60".					2

Configure FLO-DAR Sensor to FLO-STATION (Permanent)

FLO-DAR Sensor	Model 4000	-	9	X	X
FLO-DAR Sensor with specified cable length (need to add cable as separate line item)			9		
Non Intrinsically Safe Surcharge Velocity Sensor Option (IMPORTANT NOTE: SVS cable length MUST MATCH FLO-DAR Sensor Cable length)				0 3	
Non Extended Range Extended Range Option—Allows use in flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60". SVS Option requires Remote Extended Range below.					0 1
Remote Extended Range Option with 6' sensor cable—Flow depths up to 18 feet. Allow for 18" deadband. Standard unit max depth is 60".					2

Cables

- FD9000CBL-XXX*** FL900 Series Logger to FLO-DAR sensor. Cable w/two connectors.
- FDJCTBOXCBL-XXX*** FL900 Series Logger to FLO-DAR sensor. Cable with connector to sensor, open end to desiccant hub, desiccant hub with connector to sensor. Includes finishing kit for potting/sealing desiccant hub. For use with conduit.
- 6000062XX*** SVS Sensor with connector for use with FL900 Series Logger.
- 570011800-XXX*** FLO-STATION to FLO-DAR sensor Cable with one connector and bare leads.
- Model 4000-9**
- 6000059XX*** SVS Sensor with bare leads for use with FLO-STATION.

*Contact customer service for product numbers.

Available Cable Lengths (in feet)

30	125	225	400	700
60	150	250	450	800
75	175	300	500	900
100	200	350	600	1000

See Lit. No. 2709 (standard models) and Lit. No. 2711 (wireless models) for FL900 Series Flow Logger ordering information.
See Lit. No. 2616 for FLO-STATION ordering information.

Mounting Hardware

- 800016701** Permanent Sensor Mount—Includes sensor frame & all mounting hardware. Portable Sensor Mounts Available (Sizes 34-107") Contact Sales.

Accessories & Spares

- 245000501** Sensor Retrieval Pole - Used to place and retrieve sensor from mounting bracket. Pole extends to 7.3 m (21 ft.)
- 510012701** Sensor Retrieval Hook - Used with Sensor Retrieval Pole
- 570011401** Grounding Strap (required with Retrieval Pole and Hook when used with IS units)
- 8755500** Bulk desiccant beads (1.5 pounds)

For additional information on products mentioned in this data sheet, request the following data sheets:

Hach FL900 Series Flow Logger -Wireless (LIT2711)
Hach FL900 Series Flow Logger - Standard (LIT2709)
FLO-STATION Flow Monitor (LIT2616)

HACH COMPANY World Headquarters: Loveland, Colorado USA

United States: 800-368-2723 tel 970-619-5150 fax hachflowsales@hach.com
Outside United States: 970-622-7120 tel
hachflow.com

LIT2708 Rev 5

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In the interest of improving and updating its equipment,

Hach Company reserves the right to alter specifications to equipment at any time.



Be Right™

Sigma RAIN LOGGER™

Automatic Data Logging

Rain Gauges

Features and Benefits

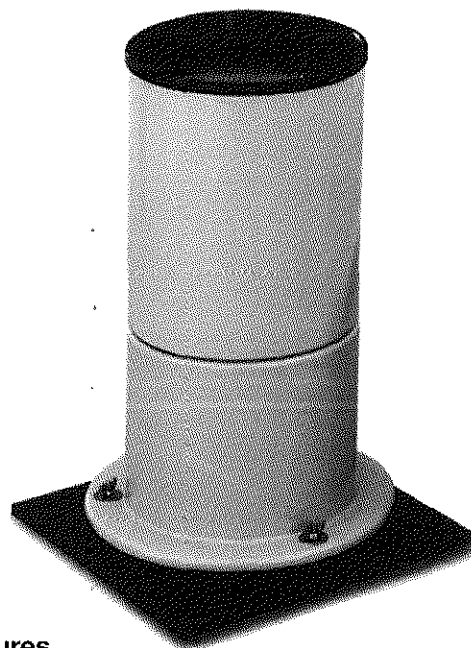
Diverse and Reliable Measuring

Built to National Weather Service standards, the gauge accurately measures rainfall in 0.01" increments. The tipping bucket mechanism tips with every 0.01" of rainfall, producing a momentary contact closure with each movement.

A stainless steel funnel screen prevents plugging from leaves and other wind-blown debris. The removable funnel permits viewing of a built-in bubble level, with an innovative spring-loaded base plate providing an easy, convenient means to level the gauge. A hole in each corner of the base plate permits a secure, anchored installation.

Principle of Operation

The 8" diameter funnel directs rainwater into a "tipping bucket", which is divided vertically into two halves. When 0.01" of rainfall fills one side of the bucket, the bucket tips, spilling the water through the bottom of the rain gauge. The other side of the bucket is then positioned under the funnel. The bucket alternates tips with each 0.01" of rainfall. With each tip, a magnet, mounted to the bucket, activates a sealed, magnetic reed (proximity) switch, producing a momentary contact closure. In a stand-alone state, the number of bucket tips, representing 0.01" of rainfall, is recorded in user selectable time intervals of 1, 2, 3, 5, or 10 minutes. Data storage capacity is 10,080 readings.



Key Features

- *Stainless steel funnel screen prevents plugging from leaves and other wind blown debris*
- *Removable funnel makes cleaning easy*
- *Built-in bubble level, with an innovative spring-loaded base plate provides an easy, convenient means to level the gauge*
- *Base plate permits secure anchored installation*
- *Compatible with Sigma Flo-Center and Insight Data Management and Analysis Software.*

WW

IW

C

Specifications*

Rain Gauge

Type

Tipping bucket with 8" diameter collector/funnel

Overall Dimensions

18"H x 12"W x 12"D (45.7 cm x 30.5 cm x 30.5 cm)

Weight

9.25 lbs. (4.2 kg)

Resolution

0.01" rainfall per bucket tip

Accuracy

0.5% at 0.5" per hour

Base Mounting Plate

Spring loaded, three-point adjustable

Materials of Construction

Epoxy coated aluminum and anodized aluminum (funnel screen is stainless steel). Three point adjustable base plate. Removable screen.

Rain Logger

Enclosure

Impact resistant plastic

Type

Solid-state memory, battery backed

Dimensions

1" x 2.75" x 4.125" (2.54 cm x 7 cm x 10.5 cm)

Weight

8.5 oz. (.24 kg)

Operating Temperature

32 to 135°F (0 to 57°C)

Storage Temperature

-20° to 150°F (-29° to 66°C)

Power Requirements

Replaceable 9 Vdc alkaline battery

Battery Life

6 months, typical

Continued on next page.

DW = drinking water WW = wastewater municipal PW = pure water / power
IW = industrial water E = environmental C = collections FB = food and beverage



Be Right™

Specifications continued

Data Capacity

10,080 readings (i.e. 7 days at 1 minute recording intervals, 70 days at 10 minute recording intervals)

Time Base Accuracy

±1 minute per month over operating temperature range

Battery Life Indicator

LED flashing once every 2.5 seconds indicates a good battery

Data Interface

LED optically coupled RS-232 interface

Rain Reader

Enclosure

Impact resistant plastic

Dimensions

1" x 2.75" x 4.125" (2.54 cm x 7 cm x 10.5 cm)

Weight

8.5 oz. (.24 kg)

Power Requirements

9 Vdc, nominal; supplied via 115 Vac/
9 Vdc power adapter

Data Interface

LED optically coupled RS-232 interface

Data Transfer Rate

4800 baud

Computer Interface

RS-232 serial cable, IBM PC compatible

Data Collection Modes

- Record immediately – Data logging starts immediately after any command that clears memory.
- Record On First Bucket Tip – Data logging starts upon the first bucket tip. (Each bucket tip represents 0.01" rainfall).
- Data Transfer Gauge – Indicates data transfer time when transferring data from the RainLogger to PC.

Graphing Data

Produces rainfall x-y graph Two selectable graph formats:

- Intensity Plot
- Cumulative Plot
- "Zoom" feature lets you inspect any area of the graph more closely. "Data cursor" lets you see individual readings by moving a cursor to the desired point on the graph.

Rain Log Software

Hardware Requirements

IBM PC or IBM compatible

Serial Communications Port

Memory Modes

"Slate" or "Wrap" memory modes

- Slate Mode – Recording stops with full memory
- Wrap Mode – Upon full memory, recording continues; oldest data is dropped as new data is recorded.

**Specifications subject to change without notice.*

At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...

Keep it pure.

Make it simple.

Be right.

For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.

In the United States and all countries except Europe, contact:

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Frederick, MD 21704-9452, U.S.A.
Telephone: (800) 368-2723
Fax: 301-874-8459
E-mail: hachflowsales@hach.com
www.hachflow.com

In Europe for all countries except France, Spain and Great Britain:

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Fax: +32-87-899790
E-mail: site@flow-tronic.com
www.flow-tronic.com

For France:

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Fax: 0 161 848 7324
E-mail: sales@hach-lange.co.uk
www.hach-lange.co.uk

Ordering Information

Rainlogger System

Each site requires a Rain Gauge and one (or two) Rainloggers. Only one Rain Reader and software is required for use with (IBM compatible) PC.

- 2459** Rain Gauge with tipping bucket, bubble level, level adjust and base mounting plate.
- 2390** Rainlogger includes 9 Vdc battery.
- 2391** Rain Reader, 115 Vac includes 115 Vac power adapter and rain reader/logger cradle. Domestic.
- 4339** Rain Reader, 230 Vac includes 230 Vac power adapter and rain reader/logger cradle. International.
- 5254** Insight Software (free of charge)

Remote Rainlogger System

Each site requires Rain Gauge, Rainlogger, and Remote Rainlogger. One Rain Reader is required to download data from all sites.

- 2149** Rain Gauge with 25 ft. Cable - For use with 3638 remote rainlogger. Mounting Base Plate
- 3638** Remote Rainlogger requires 2149 rain gauge.
- 2221** Rain Gauge Extension with 100 ft. Cable. Extension cable for 2149 rain gauge.
- 2390** Rainlogger includes 9 Vdc battery.
- 2391** Rain Reader, 115 Vac includes 115 Vac power adapter and rain reader/logger cradle. Domestic.
- 4339** Rain Reader, 230 Vac includes 230 Vac power adapter and rain reader/logger cradle. International.
- 5254** Insight Software (free of charge)
- 8542800**

Rain Gauge with 100 ft. cable for use with FL900 Series Flow Loggers.

Lit. No. 2618

G10 Printed in U.S.A.

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Be Right™

HACH FL900 SERIES FLOW LOGGER -WIRELESS

The wireless Hach FL900 Series Flow Logger revolutionizes open channel flow monitoring by providing reliable, innovative solutions for any sewer flow measurement challenge.

From wireless communication with free data hosting to longer battery life, the FL900 is designed to reduce monitoring costs, increase efficiency, and provide better data 24/7 with less hassle than you ever thought possible. When combined with any of our full array of smart sensors, the FL900 wireless flow monitoring system will provide reliable flow data for any wastewater flow monitoring application. And with the FL900's included software tool, FSDATA® Online Data Manager, site time is reduced dramatically, allowing for increased time for data analysis and proactive actions for solving any flow related issue.

Plug and Play Sensor Ports

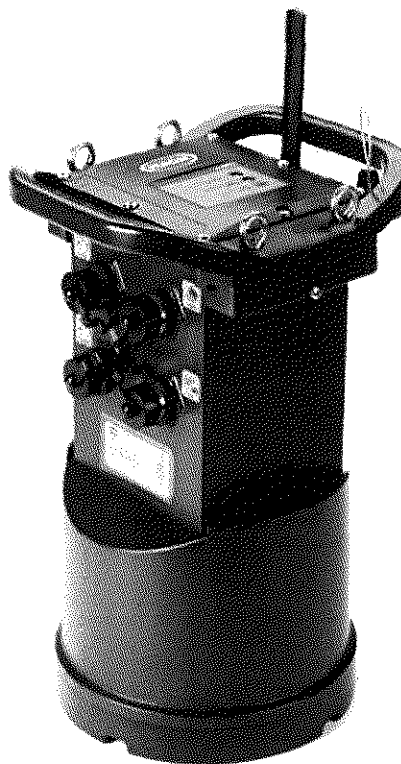
The FL900 is available with 1, 2 or 4 sensor ports. The sensor ports are "plug and play": the logger auto detects the type of sensor connected to allow customers maximum flexibility for their Hach flow sensor inventories.

Compatible FL900 Flow Logger sensors include:

- FLO-DAR® AV Sensor with optional Surcharge Velocity Sensor
- FLO-TOTE® 3 AV Sensor
- Sigma Submerged AV Sensor
- Hach US9001 Down-Looking Ultrasonic Sensor
- Hach US9003 In-Pipe Ultrasonic Sensor

Quick Installation/On-Site Confirmation

Not only is the FL900 easy to install with a variety of mounting options, it also includes an LED status light so that you know it's fully functional before leaving the site.



Applications

- Wastewater
- Collection Systems
- Industrial Water

Affordable Alarming Capabilities

User-selectable alarms can be sent by email or text (SMS) to specified recipients to keep you continuously informed on your monitoring sites. Up to 16 channel alarms can be selected, as well as alarms for low battery, low RTC battery, low slate memory, slate memory full, sensor timeout, sensor ID error or missed call.

Wireless Data Available 24/7 with FSDATA

Eliminate risk and make smarter, more-timely decisions with your sewer flow data. The FSDATA Online Data Manager provides secure 24/7 access to your flow data and wireless meter from the comfort of the internet. With FSDATA, site visits to collect flow data or to adjust meter settings are eliminated, decreasing maintenance costs. Set alarms and view sensor diagnostics remotely to maximize uptime. Multiple users can be granted different data access levels based on job function.

Redundant-Level Flow Monitoring

With FL900 Series plug-and-play flow meters, you can pair a Sigma Submerged AV Sensor with a Hach US9003 In-Pipe Ultrasonic Sensor for integrated redundant-level flow monitoring.



Specifications*

Portable DC Powered Electronics (Includes Models FL901, FL902 & FL904)

Dimensions (W x D x H)	25.4 x 22 x 40 cm (10.0 x 8.7 x 16.0 in.)
Enclosure	PC/ABS structural foam
Environmental Rating	NEMA 6P (IP68)
Weight (Using Model FL900)	4.5 kg (10 lb)—no batteries; 6.3 kg (14 lb)—2 batteries; 8.2 kg (18 lb)—4 batteries
Operating Temperature	-18 to 60°C (0 to 140°F) at 95% RH
Storage Temperature	-40 to 60°C (-40 to 140°F)
Power Requirements	8 to 18 Vdc from batteries or external power source, 2.5W max.

Battery Life

Varies with sensor type, logging intervals, telemetry and environment.

For a 15-minute logging interval, 60 minute call frequency, four 6 V lantern batteries at room temperature:
130 days with 4 lantern batteries and a FLO-DAR sensor
180 days with 4 lantern batteries and a FLO-TOTE 3 sensor
160 days with 4 lantern batteries and a Sigma Submerged AV sensor with AV9000 Analyzer
200 days with 4 lantern batteries and Ultrasonic Down-Looking or In-Pipe sensor

The optional long life alkaline battery pack can be used to extend battery life, if the Flow Logger is ordered with the external power option connector.

LED Status Indicator

- Green Flashes every 3 seconds during normal operation. Flashes every 15 seconds during sleep mode.
- Red Flashes when an attached sensor does not agree with the logger program, when an expected sensor is not found or the sensor is not working properly.

LED Modem Indicator

- Stays green during a call to the server. Goes blank after the call is successfully completed and terminated.
- Flashes red if the call to the server failed.

Sensor Ports 1, 2 or 4 ports

Connectors Stainless steel connectors

Datalog Channels 16 maximum

Alarms

Maximum of 16 channel alarms including high/high, high, low, low/low and system alarms including low battery, low RTC battery, low slate memory, slate memory full, sensor timeout, sensor ID error.

Alarm Actions

Trigger sampler, change logging interval, change call interval, send an e-mail, or send text message (SMS).

Call Monitor

Sends a message by e-mail or text (SMS) if a logger has not called the server within an user-defined amount of time.

Logging Intervals

1, 2, 3, 4, 5, 6, 10, 12, 15, 20, 30 or 60 minutes
Primary and secondary intervals for dynamic logging.

Data Storage

Event Log: 1,000 events maximum in non-volatile flash memory
Sample History: 2,000 sample events maximum in non-volatile flash memory
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

Data Storage

Event Log: 1,000 events maximum in non-volatile flash memory
Sample History: 2,000 sample events maximum in non-volatile flash memory
Datalog: 325,000 data points; 1128 days for 3 channels at 15-minute log intervals

Local Communication

USB

RS232 (Baud rates: 9600, 19200, 38400, 57600, 115200)

Remote Communication

Wireless modem; CDMA or GPRS technology with a mobile provider.

Protocols

Local Modbus RTU

Timebase Accuracy

±0.002%, synchronized every 24 hours with server software and modem

Supported Sensors

FLO-TOTE 3, FLO-DAR, FLO-DAR with SVS, Sigma Submerged AV Sensor†, Sigma 950†, and Rain Gauge

Sampler Interface

Compatible with Sigma 900 Standard, Sigma 900MAX, Sigma SD900 to support set-point sampling, flow pacing, and logging sample history.

Desktop Software

FLO-WARE software is required for programming the logger and can be used for data management and report generation. It is compatible with desktop/lap top computers utilizing Windows operating system. Minimum resolution needed is 1024x768.

Internet Application Software

FSDATA web-based software for flow meter programming, data management and report generation for wireless flow meters.

Certifications

Logger: CE; optional AC power supply: UL/CSA/CE

Warranty

1 year

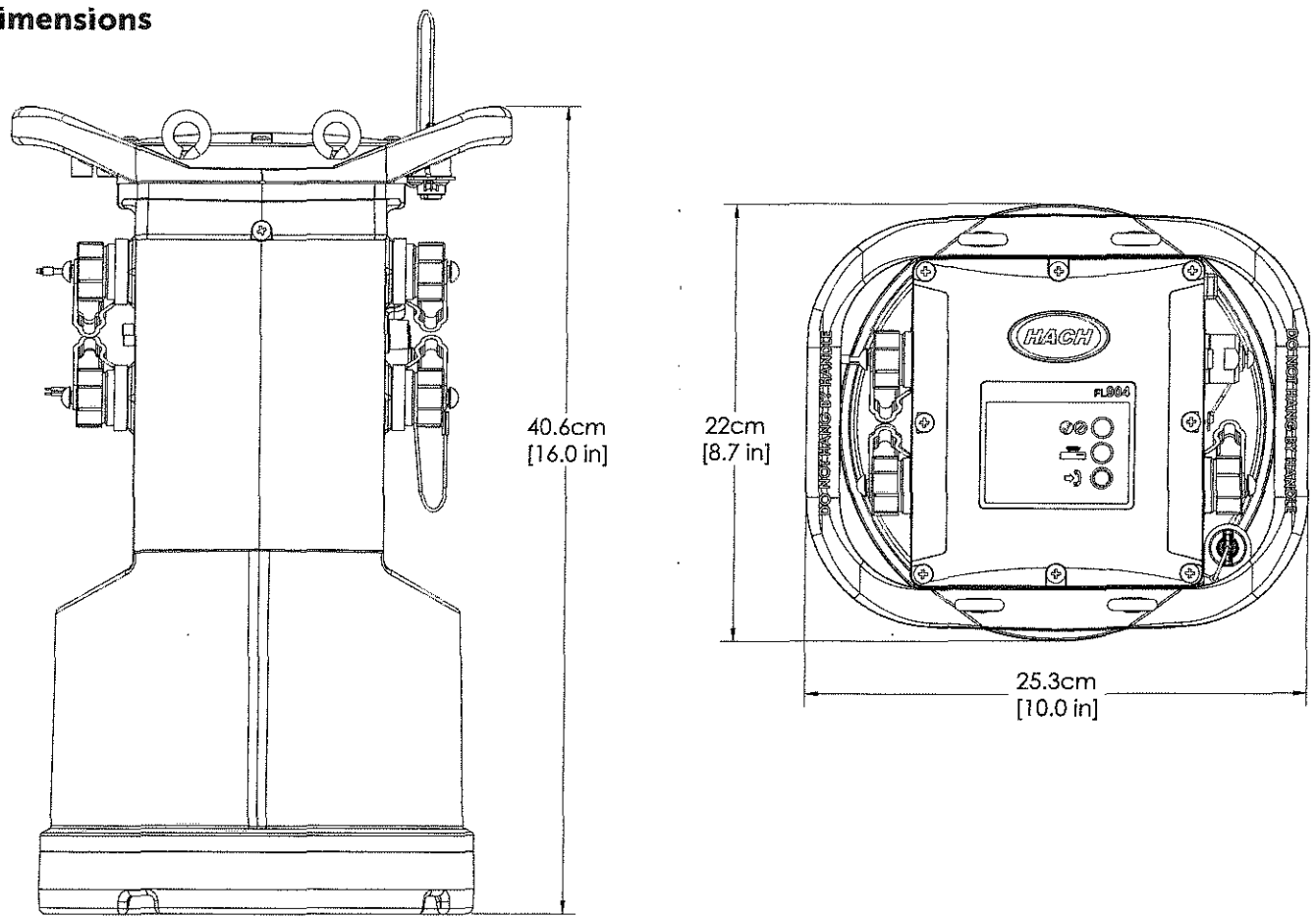


The FL900 Series Loggers meet CE requirements.

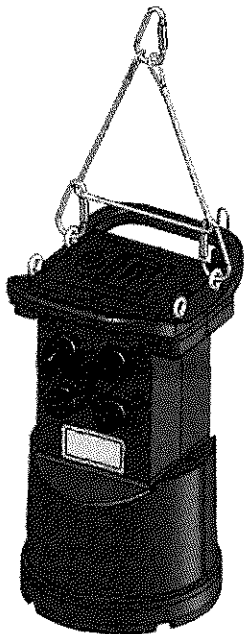
[†]Requires external module.

^{*}Subject to change without notice.

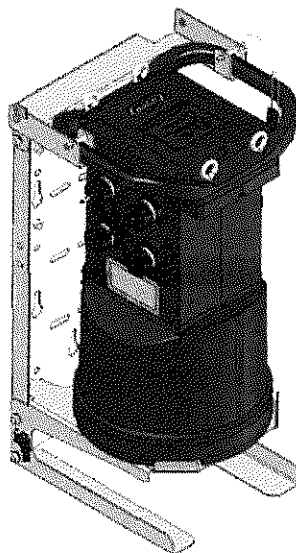
Dimensions



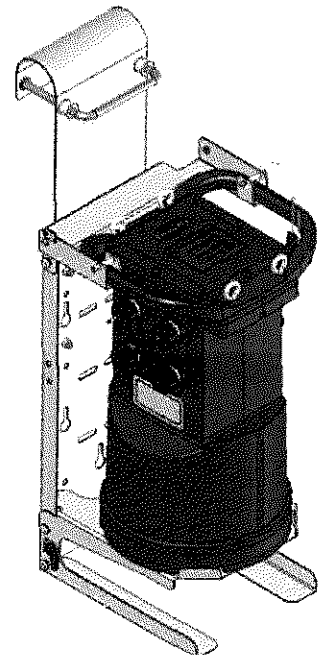
Installation/Mounting Options



*Flow Logger Suspension Cable
with Carabiner (Standard)*



*Flow Logger Wall Mount
Prod. No. 8542700 (Optional)*



*Flow Logger Ladder Rung Mount
Prod. No. 8544500 (Optional)*

		Sensor Connector(s)	Country Code	Modem	Rain Gauge
FL90X Electronics (Flow Logger)	Model FL90		97		
1 Sensor Connector		1			
2 Sensor Connectors		2			
4 Sensor Connectors		4			
None				X	
AT&T (Activated)				A	
GPRS no SIM				G	
Sprint (Inactive)				R	
Sprint (Activated)				S	
Verizon (Inactive)				U	
Verizon (Activated)				V	
No Rain Gauge Connector					X
With Rain Gauge Connector					R

External Modules

- 8531300** AV9000 Area Velocity Analyzer module
(required to attach a Sigma Sub AV sensor)
- 8549800** IM9001 Interface module (required to attach a Sigma 950 flow meter)

Cables

- 8528700** Cable, External power, 2 wire, 9 ft.
- 8528200** Cable, Communication, RS232
- 8528300** Cable, Communication, USB
- 8528400** Cable, Aux, 7pin MIL 5015
(Connect to Sigma Sampler), 9 ft.
- 8528401** Cable, Aux, 7pin MIL 5015
(Connect to Sigma Sampler), 25 ft

Software

- Model T200-900** FLO-WARE Desktop Software
- FS-HOSTING** Monthly data hosting service for FS DATA
- FS-DATAXFR** Monthly wireless service

Mounting Hardware

- 8543800** Wall mount bracket (304 Stainless)
- 8545600** Wall mount bracket with ladder hanger (304 Stainless)
- 8542700** Wall mount bracket with AC Power Supply shelf
(304 Stainless)
- 8544500** Wall mount bracket with AC Power Supply Shelf
with ladder hanger (304 Stainless)

Replacement Parts

- 8755500** Desiccant refill beads, Bulk 1.5 lb
- 11013M** Battery, 6V lantern
- 8542900** Battery, long-life alkaline
- 8543000** Battery pack top cap adaptor and cable
(for long-life alkaline battery pack 800017701)
- 8542800** Rain Gauge with 100 ft. cable

For additional information on products mentioned in this data sheet, request the following data sheets:

FS DATA® Online Data Manager (LIT2707)

FLO-DAR® AV Sensor (LIT2708)

FLO-TOTE® 3 AV Sensor (LIT2712)

HACH US9000 Ultrasonic Sensors (LIT2804)

HACH Redundant Flow Monitoring System (LIT2805)

HACH Wireless Level Alarming System (LIT2806)

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Outside United States: 970-622-7120 tel

hachflow.com

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Be Right™

Hach FSDATA™ Flow Data Manager

Overview

FSDATA Flow Data Manager is a web site that allows for the management of your Hach wireless flow meter network from the comfort of the internet. With FSDATA, site visits to collect flow data or to adjust meter settings are eliminated, decreasing maintenance costs and increasing flow monitoring crew safety. Compatible with the Hach FL900 Series wireless loggers, FSDATA paired with the Flo-Dar sensor provides a flow monitoring solution with the lowest maintenance on the market.

Features and Benefits

Flow Data—Anytime, Anywhere

View your flow data from any internet connected web browser through a secure log-in. Multiple users can be granted different data access levels based on job function.

Remote Instrument Programming and Diagnostics

FL900 series wireless logger and sensor programs can be remotely adjusted to optimize the performance of the flow meter, and recording of sensor diagnostics can be remotely activated to assist in troubleshooting.

Clear-Cut Dashboards at Your Fingertips

FSDATA's map view dashboard utilizes color-coded markers to indicate meter location and status. The list view dashboard shows all sites in a network and includes a quick graph displaying the last seven days of level and velocity data for a selected site.

Easy-To-Use Interface

Intuitive drop-down menus allow for easy site navigation and frequently used features, like graphing and tabular data, are only a few clicks away. Request a demo to see for yourself.

Prepare Reports in Seconds

View and create professional reports of your flow data in tabular spreadsheet or graphical formats. FSDATA Reports include: Scatter Plots, Data Summary, Data Import, Event Log, Communications, Sampler History, Site Alarms, User Login, User Actions, and Call Alarm.

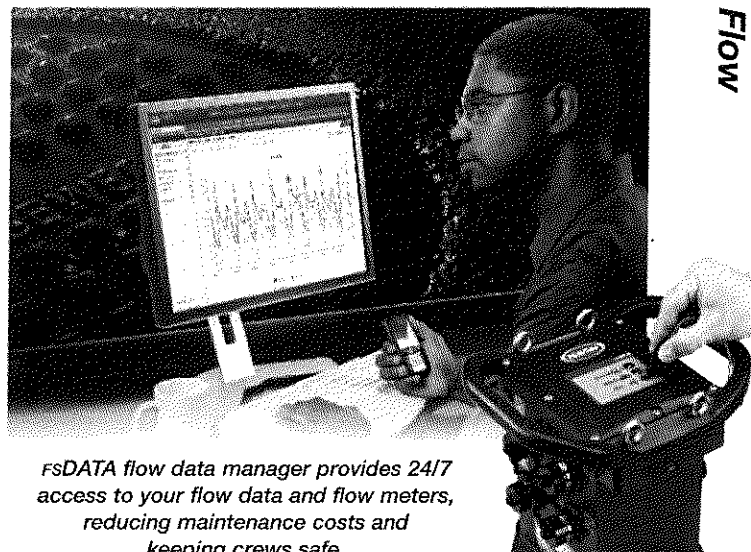
Safe and Secure Data

Hach's secure and reliable IT infrastructure protects your flow data with a dedicated server, password-protected log-ins, redundant power and network connections, and daily backups.

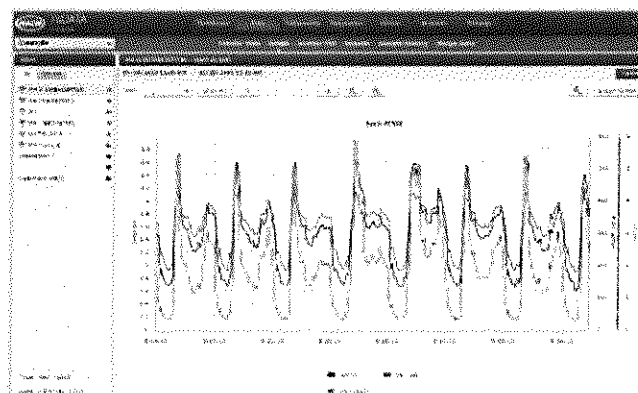
Event Notification

Alarms can be set for any sensor parameter and are sent by text messaging or e-mail to specified recipients.

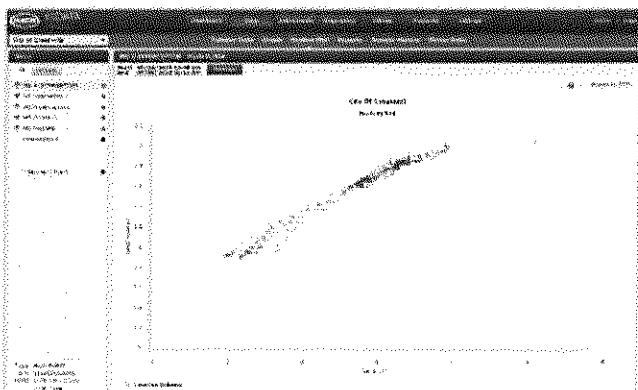
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FSDATA flow data manager provides 24/7 access to your flow data and flow meters, reducing maintenance costs and keeping crews safe.



Site ID	Site Name	Flow Rate (GPM)	Level (ft)	Status
001	Water Treatment Plant	1500	10.5	Online
002	Wastewater Treatment Plant	800	12.0	Online
003	Pure Water Storage Tank	200	15.0	Online
004	Industrial Water Supply	500	18.0	Offline
005	Environmental Monitoring Station	100	20.0	Online



DW = drinking water WW = wastewater municipal PW = pure water / power
IW = industrial water E = environmental C = collections FB = food and beverage

FSDATA™ Instrument/Data Management Features

Instrument

Instrument Manager- Provides a summary of all instruments within an account by type and serial number.

Firmware Updates- Schedule future firmware updates for one or more instruments.

Programming- With the programming interface, a user can remotely verify and modify user parameters in the logger including log channels, sensor ports, alarms, sampler and server/network.

Site Tasks- Executes initiated tasks during the next logger/server connection.

Diagnostics

Sensors- Displays sensor specific diagnostics captured real-time during measurement acquisition for each sensor and attached logger.

Event Log- Used for error analysis, the event log displays various real-time events that occur during the execution of the user program with user selectable time span.

Alarm Log- Maintains a viewable history of alarm events within user selectable time frame.

Alarms-

Channel Alarms can be created for any logged channel (up to 16) for low/low, low, high and high/high conditions. An alarm can create an action such as sending a text or e-mail message from the logger, triggering a sampler, switching to a secondary log or call interval or sending a text or e-mail from the server.

System Alarms can be created for low main power, low real-time battery, low slate memory, slate memory full, sensor time-out and sensor ID error. The system alarm actions include sending a text from the logger or server or sending an e-mail from the logger or server. User programmable alarm recipients for up to 5 e-mails and up to 5 mobile numbers.

Utilities

Site Organizer- Allows site organization into user defined groups.

Flow Calculator- Calculates flow rate based on user input.

Import Data- Provides a means to import Sigma, Marsh-McBirney, and FL900 files collected locally to the server.

Maintenance- Allows user to delete sites and associated data from their account.

Server- Call Monitor allows users to subscribe to receive missed call alarm notifications via e-mail and text. Virtual Measurements provides a way to create a new measurement channel based on an existing channel and allows for an equation to be applied to the data set.

Edit Data- Provides editing of specific data points in a virtual measurement.

Settings

System Configuration- Allows user to enable/disable e-mail and text notifications.

Account Management

Account management options allow for different levels of permissions ranging from the Master System administrator to the User level. Different levels of access can be assigned on a user by user basis. User history reporting allows all users within the account to view what changes were made to the program by whom and when.

At Hach, it's about learning from our customers and providing the right answers. It's more than ensuring the quality of water—it's about ensuring the quality of life. When it comes to the things that touch our lives...

Keep it pure.

Make it simple.

Be right.

For current price information, technical support, and ordering assistance, contact the Hach office or distributor serving your area.

In the United States and all other countries, contact:

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Loveland, CO 80539 U.S.A.
Telephone: 800-368-2723 / 970-622-7120
Fax: 970-619-5150
E-mail: hachflowsales@hach.com
www.hachflow.com



Be Right™

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

Attachment No. 3

Certificate of Insurance

Certificate Date	Producer	Certificate Number	Type of Insurance	Policy Expiration
2/12/2015	MARSH USA INC.	CLE-004195577-04	Commercial General Liability	7/1/2015
			Automobile Liability	7/1/2015
			Workers Compensation and Employers' Liability	7/1/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 Attn: Danahe.certrequest@marsh.com Fax (212) 948-0503		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
040108-ALL-7/1-14-15 HACH NO		INSURER(S) AFFORDING COVERAGE	
INSURED HACH COMPANY 5600 LINDBERGH DRIVE LOVELAND, CO 80539		INSURER A: ACE American Insurance Company INSURER B: Indemnity Ins Co Of North America INSURER C: ACE Fire Underwriters Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 22667 43575 20702	

COVERAGES**CERTIFICATE NUMBER:**

CLE-004195577-04

REVISION NUMBER: 6

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability ☒ Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		HDOG27334118	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		ISAH0882096A	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLRC4788875A (AOS) WLRC47888773 (AZ, CA, MA) SCFC47888761 (WI)	07/01/2014 07/01/2014 07/01/2014	07/01/2015 07/01/2015 07/01/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CITY OF FRANKLIN FRANKLIN CITY HALL IS ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY BUT ONLY AS REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF FRANKLIN FRANKLIN CITY HALL 109 3RD AVE. SOUTH FRANKLIN, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
--	---

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Danaher Corporation			Endorsement Number 11
Policy Symbol HDO	Policy Number G27334118	Policy Period 07/01/2014 To 07/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

- 1) Is in effect during this policy period; and
- 2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
- 3) Qualifies as an "insured contract" as defined in this policy.

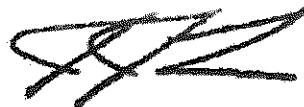
Such person or organization is an additional insured only for:

- 4) Coverage under Section I - Coverages, Coverage A. Bodily Injury and Property Damage Liability; and
- 5) Liability arising out of "your work" or "your product" for that additional insured; and
- 6) For the period of time required by the written contract and in no event beyond the expiration of this policy.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

- 7) The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
- 8) This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured Danaher Corporation			Endorsement Number 2
Policy Symbol ISA	Policy Number H0882096A	Policy Period 07/01/2014 to 07/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0035)

Attachment No. 4

Indemnification Agreement

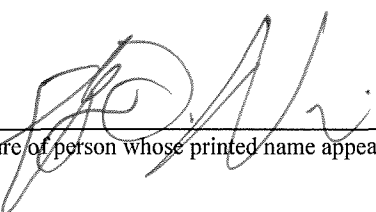
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

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

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

Vice President

(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2015_013)

Form revised 02/25/2005

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0035)

Attachment No. 5

CONTRACT ADDENDUM

**Contract Addendum to Contract Forms RFP 2015-013
Wastewater and Stormwater Flow Monitoring Services (the "Project")**

Parties: City of Franklin, TN ("Customer")
Hach Company ("Supplier")

Date: February 3, 2014

Recitals: Customer and Supplier are entering into a contract for the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract") for the purchase of Supplier's goods and/or services ("Goods" and/or "Services"). This Addendum is intended to provide reasonable revisions to Customer's Base Contract for the purpose of enabling the parties to enter into a contract for the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

- 1. Indemnification.** Any and all indemnification obligations imposed upon Supplier are reduced to the extent that any otherwise covered claims or damages are caused by any of the following conduct of Customer or any third party operating under Customer's contract or control: (a) any act or omission constituting breach of the Agreement, recklessness, (b) misuse, misapplication, or use of Goods or Services not in accordance with Supplier's instructions, or (c) any violations of law.
- 2. Limitation on Liability.** ONLY TO THE EXTENT PERMITTED BY TENNESSEE LAW, THE TOTAL LIABILITY OF SUPPLIER AND ITS SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS ARISING OUT OF PERFORMANCE, NONPERFORMANCE, OR OBLIGATIONS IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, DELIVERY, AND/OR USE OF GOODS AND/OR SERVICES IN NO CIRCUMSTANCE INCLUDES ANY LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR EXCEED AN AMOUNT THAT IS TEN TIMES (10X) THE TOTAL AMOUNT OF COMPENSATION ACTUALLY PAID TO SUPPLIER UNDER THE AGREEMENT, EXCEPT ONLY IN THE CASE OF DAMAGES ARISING DUE TO SUPPLIER'S WILLFUL MISCONDUCT.
- 3. Warranty.** HACH COMPANY warrants that the Services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care and to "Services" section of this Agreement. HACH COMPANY DOES NOT GUARANTEE THE AVAILABILITY OF THE DATA DELIVERY SERVICES OR THAT ACCESS WILL BE UNINTERRUPTED OR ERROR FREE. HACH MAY INTERRUPT, LIMIT, SUSPEND OR TERMINATE THE DATA DELIVERY SERVICES FROM TIME-TO-TIME FOR MAINTENANCE UPGRADES OR ANY REASONABLE PURPOSE PROVIDED THAT WHEN PRACTICABLE HACH COMPANY WILL USE COMMERCIALY REASONABLE EFFORTS TO NOTIFY CUSTOMER IN ADVANCE. CUSTOMER'S EXCLUSIVE REMEDY AND HACH COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY SHALL BE RE-PERFORMANCE OF THE SPECIFIC NON-CONFORMING SERVICE. HACH COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.
- 4. Acceptance and Set-off.** Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of

Customer's rights under Supplier's warranties.

5. Revisions to the Agreement. Nothing in the Agreement supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

Customer

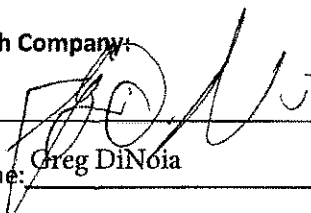
By: _____

Name: _____

Title: _____

Date: _____

Hach Company:

By:  _____

Name: Greg DiNoia

Title: Vice President - Hach Company

Date: February 20, 2015

**CONTRACT FOR HOME REHABILITATION ASSISTANCE FOR LOW-MODERATE
INCOME RESIDENTS OF THE CITY OF FRANKLIN
(COF Contract No.: 2013-0087)**

This Contract, made and entered into this ___ day of _____, 2015, by and between the City of Franklin, (hereinafter "The City") and Community Housing Partnership of Williamson County (hereinafter "THE ORGANIZATION").

WITNESSETH:

WHEREAS, THE CITY has identified a need to conduct a Home Rehabilitation Program utilizing Community Development Block Grant funding; and

WHEREAS, THE ORGANIZATION is experienced in Home Rehabilitation projects and has met the certification requirements of providing Home Rehabilitation Assistance; and

WHEREAS, THE ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

THE ORGANIZATION will carry out activities necessary to assist low to moderate income owner occupants of the City of Franklin, who are elderly and/or disabled with emergency-type home rehabilitation services. Items to be corrected must represent a health and safety hazard, with an emphasis on exterior repairs and major structural and mechanical deficiencies.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. A HUD required Environmental Review Report will be required.

Incorporated into this contract is Exhibit A, the proposal by THE ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. THE ORGANIZATION will perform the duties described above and in Exhibit A and take other actions necessary to accomplish the spirit of this Contract.

- B. THE ORGANIZATION will submit regular reports (not less often than quarterly) as directed by THE CITY detailing the progress of their project.
- C. At the request of THE CITY, THE ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.
- D. THE CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

For the services outlined above and contained in Exhibit A, THE ORGANIZATION will receive an amount up to but not to exceed fifteen-percent (15%) of the actual total programs delivery costs (inclusive of lead-based paint testing, clearance and/or mitigation expenses) for each home. . The combined total of construction and services shall not exceed One Hundred Fifteen Thousand and No/100 Dollars (\$115,000.00).

SECTION 4 - TIME OF PERFORMANCE

- A. The CITY has the option to renew this contract under the same terms and conditions for an additional 12 months based on the availability of CDBG funds allocated to the Emergency Home Rehabilitation Program, provided both parties agree in writing.
- B. Services shall begin no later than thirty (30) days following execution of this Contract.
- C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. THE CITY shall reimburse THE ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted upon completion of the First Phase (Construction) and Second Phase (Program Delivery Expenses) of each housing project as detailed in Exhibit A. The maximum per-project award is Fifteen-Thousand and 00/100 Dollars (\$15,000.00). If the First Phase of a project exceeds fifty percent (50%) of the total project cost, an invoice may be submitted with the balance on completion of the Second Phase without penalty to THE ORGANIZATION.
- C. Final payment will be subject to receipt of a final report that is satisfactory to THE CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Vernon J. Gerth
City of Franklin
City Hall
109 3rd Avenue South
Franklin, TN 37064**

**Stephen Murray
Community Housing Partnership
of Williamson County
129 W. Fowlkes Street, Suite 128
Franklin, TN 37064**

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

THE ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

1.. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.

2. THE CITY hereby notifies THE ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to THE CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

THE ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or

degree with the performance of services required under this Contract. THE ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by THE ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of THE ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

THE ORGANIZATION shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

THE ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor THE ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Contract 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 the entire Contract. The terms and conditions of this Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

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.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

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

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, THE CITY shall not be responsible for sales or use taxes incurred for products or services. THE CITY shall supply THE ORGANIZATION with its Sales and Use Tax Exemption Certificate upon THE ORGANIZATION's request. THE ORGANIZATION 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. THE CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract 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.

M. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

In witness whereof, the parties enter into this Contract on the date set forth above.

THE CITY OF FRANKLIN

By: _____

Dr. Ken Moore, Mayor

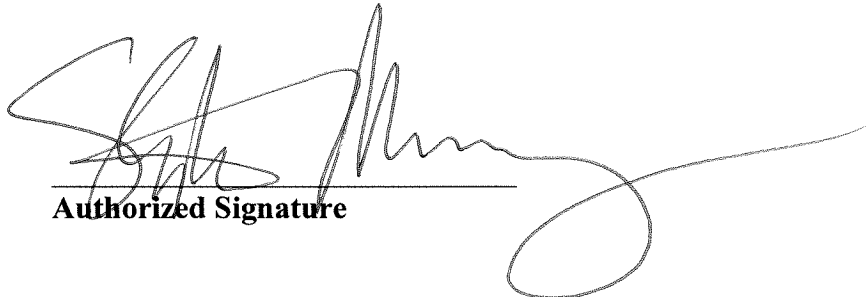
Attest:

Eric S. Stuckey, City Administrator

Approved as to Form:

Kristen L. Corn, Staff Attorney

COMMUNITY HOUSING PARTNERSHIP OF WILLIAMSON COUNTY (CHP)



Authorized Signature

Exhibit A

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the agreement.

**Community Housing Partnership of Williamson County (CHP)
Proposed Scope of Services**

CHP has split the scope of services into two categories as the actual contracts are to be split. First is the actual construction for each project that as per the Request for Proposals as outlined by the City of Franklin, is to be paid under a direct contract between the City of Franklin and the contractor. Second is the supervision of the program and construction directly by CHP with some assistance by City of Franklin staff now known as Program delivery Expenses. This follows the format that was use successfully in the past years contract that CHP had with the City of Franklin.

Section 1; Construction:

Construction services will be performed by licensed, bonded and insured State of Tennessee contractors performing emergency-type health and safety hazard home rehabilitation services per a work write up specifying the necessary services (defined under 2nd section) and under a direct contract with the City of Franklin as specified under the Requests for Proposals document. No contract shall exceed \$15,000 in repair work or be less then \$2,000 in repair work. All construction activity shall require all necessary permits and insurance by the contractor. The contractor shall provide progress schedules to the City of Franklin and CHP on a monthly basis. All items listed in paragraphs 8.0 through 17.0 in the Request for Proposals by the City of Franklin shall be incorporated in any agreement by the contractor and the City of Franklin.

CHP is proposing that a minimum of 10 homes or a maximum of 11 homes in the City limits of Franklin rehabilitated under this program.

Section 2;Program Delivery Expenses (Program implementation and supervision):

CHP proposes to serve as the program administrator for the program, providing the following services:

1. Marketing the program through outreach to the neighborhood associations, direct press releases and advertising through all local media outlets, direct outreach to all social service agencies who might have clients within these neighborhoods, direct contact with the residents of these neighborhoods through flyers or other means and direct contact with the three other not for profits operating in Franklin neighborhoods (Habitat for Humanity, Hard Bargain Mount Hope Redevelopment Inc. and United Community Resource Foundation).
2. Performing Intake functions and record keeping of all applicants for the funding. This includes the initial application documents certifying (but not limited to) income verification (insuring income compliance per the CDBG guidelines), Ownership status (verification of warranty deed showing owner occupied), and Property status (verification that owner is living in house).
3. Inspecting the property jointly with the homeowner and City of Franklin staff. Composing with the City of Franklin staff and the homeowner a comprehensive Work Write Up. This includes all necessary inspections and certifications including (but not limited to):
 - A. Lead Based Paint inspections by certified inspector
 - B. Flood Plain certification with appropriate map and panel
 - C. National Park Service Standards of Rehabilitation (Historic) submittals to the appropriate agent whether it be a State Historic Preservation Officer (SHPO) at the City of Franklin or directly to the Tennessee Historic Commission.

- D. Thermal/ Explosive/Toxic/Radioactive verifications with the Fire Marshall of the City of Franklin
- E. Noise verifications through the City of Franklin Building and Neighborhood Services Department

4. **Facilitating** the contract to the City of Franklin by **bidding** out the contract to the appropriate Contractors, **conducting the public bid opening** with City of Franklin staff, **consolidating** the bids to present to City of Franklin staff and **presenting** the bids to the City of Franklin for final contract decisions. Once the City of Franklin has gone through their final decisions on the winning contractors and provided contracts CHP can facilitate the signing of those contracts if necessary. At the point of **Notice to Proceed** CHP will conduct the following:
 - A. Provide the homeowner the necessary guidance in preparing for the construction
 - B. Provide the contractor the necessary communications to begin the work
 - C. Do initial inspections that all permits have been obtained
 - D. Provide scheduled inspections to insure that the work is being conducted correctly and within time constraints
 - E. Provide inspections on draw requests to insure that the contractor is only drawing what they have in the job. Evaluate and authorize payments with City of Franklin staff
 - F. Provide final inspections and certify completion of the project with City of Franklin staff
5. **Record keeping** will be maintained by CHP with a complete project book for each individual project and all records regarding the intake, facilitation, inspections, contracts and draw requests that will be provided to the City of Franklin as requested. All record keeping will be maintained to insure that CDBG compliance is maintained by both CHP and the City of Franklin.
6. **Complaints and Grievances** will be addressed by CHP with representation of the City of Franklin where applicable. CHP will maintain an individual file regarding any complaint and grievances by either the homeowner, contractor or interested party. CHP will act as the negotiator to address any issues arising and if CHP can resolve the problem we will do so. However if the problem cannot be resolved we would suggest that the City of Franklin have other resources, such as arbitration possibilities.

CHP has all the internal systems available to begin this program immediately as we will follow the successfully format from the past years. Inspection systems exist within programs to do all initial inspections and staff is available and certified in all compliance and inspection areas. Indeed this program is very similar to programs performed by CHP staff for United Way, Williamson County, and Tennessee Housing Development Agencies emergency grant program. Additionally, CHP has conducted the past years of the CDBG programs for the City of Franklin and an individual grant in the past.

CHP will close out each project after final reporting and record keeping to the City of Franklin and will keep all records available for 10 years after the completion of each project. Additionally, CHP will be available and help the City of Franklin on all compliance reporting regarding this CDBG program to the US Department of Housing Urban Development.

**Community Housing Partnership of Williamson County (CHP)
Costs**

Given the Scope of Work defined in earlier text CHP has identified the costs directly to CHP to administer this program for the City of Franklin. These costs are broken down in two facets. First is the actual construction cost for each project that as per the Request for Proposals as outlined by the City of Franklin, is to be paid under a direct contract between the City of Franklin and the contractor. As these funds do not pass through CHP they are separated. A contract between CHP should not reflect these funds even though this submittal includes them in the program as was specified by the City of Franklin. Second are the program delivery expenses associated with the program which will come directly to CHP.

Section 1, Construction:

CHP is proposing to do a minimum of 10 and a maximum of 11 home rehabilitations at an average of \$8,886 to \$9,775 per house for a total construction cost of \$94,618.

Section 2, Program Delivery Expenses (Program implementation and supervision):

CHP is proposing to do the implementation and the supervision of each project for program delivery expenses an average per project of \$1,568 to \$1,725, and a total maximum of \$17,250. Individual categories covered under the program delivery expenses are:

Marketing

Intake/Certifications

Inspecting/Work Write Ups

Facilitating contract

Lead Based Paint Inspection

Record Keeping

Complaints & Grievances

TOTAL PROGRAM PROPOSAL

<u>Section 1:</u>	<u>Avg. \$8,886 to \$9,775 per house</u>	<u>\$ 97,750 Total</u>
<u>Section 2:</u>	<u>Avg. \$1,568 to \$1,725 per house</u>	<u>\$17,250 Total</u>
<u>Total</u>		<u>\$115,000 Total</u>

ORDINANCE 2015-03

TO BE ENTITLED: “AN ORDINANCE AMENDING THE CITY OF FRANKLIN MUNICIPAL CODE TITLE 21, CHAPTER 7, SECTIONS 21-702 AND 21-703 OF THE CHAPTER TITLED INCLUSIONARY HOUSING FOR PREVIOUSLY APPROVED PLANNED UNIT DEVELOPMENTS (PUD).”

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to promote housing diversity within the City; and

WHEREAS, in the legislative judgment of the Board of Mayor and Aldermen, it found that policies and enabling ordinances must be modified from time to time to reflect changes in the local economy, development trends, and model codes that preserve and promote the private and public interest; and

WHEREAS, in April 2010 the Board of Mayor and Aldermen considered and approved Ordinance 2010-21 titled Inclusionary Housing For Previously Approved Planned Unit Developments , which implemented a coherent set of policies and objectives designed to encourage housing diversity specifically, the development and maintenance of affordable and workforce priced housing within the City of Franklin; and

WHEREAS, since Ordinance 2010-21 applied only to PUDs approved prior to April 1, 2010, the City of Franklin has experienced continued growth and interest in adding density to PUDs approved prior to, and after April 1, 2010, and the Board of Mayor and Aldermen determined that in order to continue to promote housing diversity within the City it must amend Title 21 Chapter 7 of the City of Franklin Municipal Code to require all PUD’s, regardless of the date of approval to be subject to the requirements of this section of the Municipal Code.

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

SECTION I. **BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the following definition listed in Title 21, Chapter 7, Section 21-702 of the Franklin Municipal Code is hereby amended by deleting the text with a ~~striketrough~~ as follows:

Sec. 21-702. Definitions:

Planned Unit Development (PUD). A tract of land developed as a unit under single ownership or unified control, which includes one or more principal buildings or uses and was processed and approved by the Board of Mayor and Alderman ~~prior to April 1, 2010.~~

SECTION II. **BE IT ORDAINED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that Title 21, Chapter 7, Section 21-703 of the Franklin Municipal Code is hereby amended by deleting the following text with a ~~striketrough~~ and adding the approved text highlighted in **bold** to read as follows:

Sec. 21-703. Applicability: This ordinance shall be applicable to all Planned Unit Developments (PUD) ~~approved prior to April 1, 2010~~ containing residential dwelling units and where an applicant is requesting adding density ~~after April 1, 2010~~ **to the originally approved planned development density or latest amendment that adds residential housing units.**

SECTION III. 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 IV. 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 V. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on second and final reading, the public health, safety and welfare requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

PASSED FIRST READING: March 10, 2015

PASSED SECOND READING: _____

MEETING MINUTES
FRANKLIN TREE COMMISSION
CITY OF FRANKLIN, TENNESSEE
COMMUNITY & ECONOMIC DEVELOPMENT CONFERENCE ROOM
MONDAY, JANUARY 26, 2015 – 5:00 P.M.

Committee Members

Alderman Brandy Blanton, Chair	P
Beth Adams	P
Scott Harrison	P
Skip Heibert	P
Kim Hoover	A
Michael Johnson, MTEMC	P
Justin Stelter	P

Other Attendees

Todd Snackenberg, Arborist	P
Linda Fulwider, Board Recording Secretary	P

1. CALL TO ORDER

Alderman Brandy Blanton, Chair, called the meeting to order at 5:00 p.m.

2. APPROVAL OF THE MINUTES

Skip Heibert moved to approve the October 26, 2014 minutes as presented. Seconded by Scott Harrison. Motion carried unanimously.

3. CITIZEN COMMENTS

Kyle Brukl, a Boy Scout earning his Merit Badge for Citizenship and Community, and his father Eric Brukl were introduced. Also observing the meeting, Alan Sims, a new resident looking for opportunities to volunteer and get involved in the community.

4. ARBOR DAY – 2015

Mr. Snackenberg reported he is receiving confirmations from previous participants that will participate again this year. He continues to book others. The Parks Department plans to contact a woodworker about demonstrating his skills as well as bringing finished pieces to sell.

Alderman Blanton related that sponsorships/partnerships are now allowed for events and those setting up booths may sell their items.

Arbor Day - Saturday, April 18, 2015, Pinkerton Park from 10:00 a.m. to 2:00 p.m.

5. USE OF TREE BANK FUNDS

At the last meeting, the possibility of adding the use of Tree Bank funds to purchase equipment for the City's Tree Crew and/or fund staff for the Tree Crew was discussed. Mr. Snackenberg subsequently presented the idea to Vernon Gerth, ACA Community and Economic Development. Mr. Gerth recommended looking at the average of funds received and then determine an appropriate percentage to set aside for the proposed use.

Average receipts since the Tree Bank was established in 2007 = \$50,471.42 per year:

• 10%	\$ 5,047.14
• 20%	\$10,094.28
• 30%	\$ 15,141.42
• 40%	\$20,188.56
• 50%	\$25,235.71

Currently, there are three part-time workers on the Tree Crew. In the upcoming budget, The Parks Department will request two of the three part-time positions be replaced with two full-time positions, with the one part-time position retained for the three-man crew. The difference in salary and benefits is estimated to be \$16,000 per year (\$8,000 each) for the two full-time workers. Mr. Snackenberg proposes Tree Bank funds be used to partially fund the \$16,000 difference. Designating 35% (approximately \$17,665) should be sufficient. Mr. Snackenberg noted that since forming the Tree Crew, Parks have the manpower to trim neighborhood trees. One resident sought him out to thank him for the excellent work the crew did trimming the trees correctly. Discussion ensued on the proposal.

Skip Heibert moved to recommend to the Board of Mayor and Aldermen that 35% of Tree Bank average receipts, not to exceed \$20,000 annually, be allocated to partially fund two (2) full-time Tree Crew workers in the Parks Department. Seconded by Michael Johnson. Motion carried unanimously.

Alderman Blanton will talk with City Administrator Eric Stuckey regarding the proposal and the intent to amend the Ordinance(s) pertaining to the Expenditure of Tree Bank Funds.

6. CHESTNUT TREE PLANTING PROJECT

The American Chestnut Foundation (ACF) has chosen the City of Franklin as one of its communities to plant 10 Chestnut seedlings. These seedlings could potentially be used in restoration efforts throughout the Eastern United States. The seedlings would be monitored and studied by City staff and representatives from the ACF.

Dr. Weaver, who presented a lecture on the American Chestnut last year, is involved in this restoration program. By 1950 a fungal pathogen that causes chestnut blight had killed an estimated 4 billion trees in the U.S. The goal of the Foundation is to restore the American chestnut. They use a method called “backcrossing” to incorporate the best characteristics of blight resistant chestnut species.

The cost to undertake this project would total \$1,400 (\$500 for posts, fencing, interpretive signage; \$900 staff cost for initial planting and maintenance –watering first two growing seasons). The City would be required to sign an agreement stating the City would not give any seedlings to anyone else, and the seedlings remain the property of the ACF. Mr. Snackenberg thought an open area at Winstead Hill would be the ideal place to plant the seedlings.

Justin Stelter moved to approve \$1,400 from the Tree Bank be used for the American Chestnut Restoration Program, and forward recommendation to the Board of Mayor and Aldermen. Seconded by Scott Harrison. Motion carried unanimously.

7. ARBORIST REPORT

Lecture Series:

Mr. Snackenberg would like to book at least three lectures beginning in May. He was given information on a speaker from the University of Delaware who spoke in Chattanooga about the use of native trees versus non-native trees and the number of species of different trees. Mr. Snackenberg will contact the speaker to find out about fees and travel costs involved.

Justin Stelter suggested a program on the Emerald Ash Bore as that blight is heading south and is now reportedly in Cincinnati, Ohio. Alderman Blanton thought local experts should be booked as well as non-area speakers.

Tree Farm:

Plan to plant 50/50 canopy and understory trees in February.

9. OTHER BUSINESS

Next Meeting:

Scott Harrison moved that the commission meet in February as well as the scheduled March meeting to give more time to planning Arbor Day. Seconded by Skip Heibert. Motion carried unanimously

Next meeting scheduled February 23, 2015.

8. ADJOURN

Mr. Heibert moved to adjourn, seconded by Mr. Harrison, motion carried unanimously.

Meeting adjourned @ 5:40 p.m.

Brandy Blanton, Chair

Minutes prepared by Linda Fulwider, Board Recording Secretary, City Administrator's Office – Updated 2/12/2015 6:15 PM

CHAPTER 1. - FRANKLIN TREE COMMISSION

Sec. 2-101. - Purpose.

It is the purpose of this chapter to promote and protect the public health, safety, and general welfare of the public and encourage beautification, air-cooling, noise abatement, water quality, and enhance property values by providing for the regulation of the planting, maintenance, and removal of public trees within the City of Franklin.

(Ord. No. 2004-110, § 1, 1109-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-102. - Definitions.

For the purpose of this chapter the following terms, phrases or words used in the present tense include the future, words in the plural number include the singular and words in the singular include the plural. The word "shall" is always mandatory and not merely directory.

- (1) *Topping* means the severe, nonselective cutting or heading back of limbs to stubs which are two inches or more in diameter, within the tree's crown area to such a degree as to remove more than 25 percent of the tree crown, and disfigure the tree.

(Ord. No. 2004-110, § 1, 1109-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-103. - Creation and membership.

There is hereby created the Franklin Tree Commission (FTC), hereinafter referred to as the FTC. The FTC shall consist of seven members and shall be nominated by the mayor and confirmed by a majority vote of the board of mayor and aldermen. The qualifications and terms of membership shall be as follows:

- (1) One member shall be a member of the board of mayor and aldermen; the term of such member shall run concurrently with his or her term of office or until replacement by the board of mayor and aldermen.
- (2) One member shall be a member of the planning commission and selected by the board of mayor and aldermen; with the term of such member running concurrently with his term on the planning commission or until replacement by the board of mayor and aldermen.
- (3) Three members shall be appointed by the board of mayor and aldermen from the community at large; the terms of such members shall run for two years. Members of the FTC shall serve without compensation.
- (4) One member shall be a green industry professional from the community at large; the term of such member shall run for three years. Members of the FTC shall serve without compensation.
- (5) One member shall be a representative of the largest electrical utility serving the City of Franklin; the term of such member shall run for two years. Members of the FTC shall serve without compensation.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-2-2005; Ord. No. 2006-68, § 1, 10-10-2006; Ord. No. 2008-43, § 1, 11-11-2008)

Sec. 2-104. - Procedure.

Meetings of the board shall be held at the call of the chair and at other times as the FTC may determine. The meetings of the FTC shall be open to the public. The FTC shall adopt Roberts Rules of Order as its rules of procedure and shall keep records of the applications and the actions, which shall be public record.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-105. - Duties and responsibilities.

The duties of the FTC shall include, but not be limited to, the following:

- (1) Make recommendations to the board of mayor and aldermen in planning for the use of tree bank funds and charitable donations of trees or money. The FTC shall approve the use of all tree bank funds for up to an amount equaling \$10,000.00 or as according to the guidelines of the Municipal Code. Any amounts in the excess of \$10,000.00 shall require the approval of the board of mayor and aldermen.
- (2) Planning and holding an annual Arbor Day ceremony,
- (3) Make recommendations to the board of mayor and aldermen in the preparation of a tree plan for the community,
- (4) Maintenance of a recommended tree list for the community,
- (5) Make recommendations to the board of mayor and aldermen in the adoption of rules and regulations pertaining to the tree program,
- (6) Coordination of tree-related activities,
- (7) Provision of tree information to the community,
- (8) Recognition of groups and individuals completing tree projects,
- (9) Coordination of publicity concerning trees and tree programs,
- (10) To achieve and maintain status of Tree City USA.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006; Ord. No. 2008-43, § 1, 11-11-2008)

Sec. 2-106. - Tree bank.

The tree bank shall be a fund to receive monies from owners or developers who remain unable to successfully plant and maintain replacement and/or required trees on the site under development, with such monies to be used for planting public trees or maintenance of said trees during their first five years, as established in the zoning ordinance. This fund shall also be used for charitable contributions given to the city for planting trees. The applicant may contribute to the tree bank an amount of money equal to the costs of providing the required density of replacement trees, according to a fee schedule approved by the FTC, and in the event that the planning staff determines that a site is eligible and what percentage of the requirement may be contributed.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006; Ord. No. 2008-43, § 1, 11-11-2008)

Sec. 2-107. - Tree planting.

- (1)

The city shall undertake tree planting on all public areas in a systematic manner to assure diversity of age classes and species. The tree commission shall issue guidelines governing areas to be planted, density, appropriate species, and other aspects of the planting program.

- (2) Tree species planted shall be according to the City of Franklin Tree List or as approved by the staff person assigned to the commission (hereinafter the "assigned staff person").
- (3) The city encourages the planting of trees on private property.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-108. - Planting guidelines.

No trees may be planted or otherwise placed on any public street, sidewalk, alley or other public place, or in any public right-of-way except in accordance with the standards of ANSI A300 (Part 6) Transplanting, current edition, this chapter or the guidelines established by the tree commission. With respect to new development approvals to which the standards of the zoning ordinance and design standards may also apply, in the event of a conflict with this chapter, the stricter standards shall apply. With respect to the planting of trees in or on the right-of-way of any public street, sidewalk, alley, or in or on any park or other public place, the following guidelines shall apply:

- (1) All trees in public areas capable of reaching a mature height greater than 40 feet shall be at least two inches in caliper. Understory trees, between 15 feet and 40 feet at maturity, shall be at least 1½ inches in caliper at planting.
- (2) Trees to be planted shall be free of insects and diseases, mechanical injuries, have reasonably straight trunks with a strong leader branch, and shall meet the standards of ANSI Z60.1, Nursery Stock, current edition. Balled and burlapped trees shall be required where bare root trees cannot be handled and stored properly prior to planting.
- (3) Large trees capable of achieving more than 40 feet in height should be spaced at least 40 feet apart. Understory trees capable of achieving 15 to 40 feet of height should be spaced at 25-foot intervals. Exceptions may be granted when a landscape plan approved by the Franklin Planning Commission is followed, or when greater or lesser spacing is needed to achieve a desired effect as approved by the tree commission.
- (4) Only understory trees are permitted to be planted within ten feet of overhead utility lines. In street plantings, no tree may be planted closer than ten feet to a fire hydrant, or utility pole or street light, or within sight triangles as defined in the Franklin Zoning Ordinance.
- (5) Guying of trees, while not generally recommended, may be appropriate in some situations. If trees are guyed, all guy wires shall be maintained and regularly monitored to ensure that there are no detrimental effects to the tree. All tree stakes and guys shall be removed no later than one growing season after planting.
- (6) No person or organization, including governmental entities or private owners, shall plant a tree within (or beneath) any city right of way or utility easement, which will eventually become a public nuisance, such as planting a large tree under a utility easement boundary. Upon discovery of such planting, the city will have the authority to cause the tree to be moved or removed at the expense of the party who planted said tree.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-109. - Maintenance of trees planted in public areas.

The following guidelines shall apply as to maintenance of trees:

- (1) Tree maintenance may include pruning, fertilizing, watering, insect and disease control or other tree care activities and shall be in accordance with ANSI Z133.1 Safety Requirements, current edition and ANSI A300, all parts, current editions. The city, developers or property owner associations, as stated in section 2-210, shall take responsibility for those maintenance activities needed to keep the public trees reasonably healthy and minimize the risk of hazard trees could cause to residents and visitors of the city. Determination of maintenance needs will be made by the tree commission, the assigned staff person, or the appropriate department head. Tree care may be accomplished by city personnel or by contract with commercial tree care companies.
- (2) Care and maintenance of private trees are encouraged to minimize safety hazards to people and the health risk to other trees in the community.
- (3) The practice of tree topping is prohibited on all public trees. Proper pruning with branch removal at branch or trunk junctures is the best practice for limb removal.
- (4) Trees growing along side streets and sidewalks shall be pruned to keep the public access free of limbs to a height of eight feet for sidewalks and 12 feet for streets.
- (5) Pruning shall be in accordance with the standards of ANSI A300 (Part 1) Pruning, current edition.
- (6) Fertilization shall be in accordance with the standards of ANSI A300 (Part 2) Fertilization, current edition. Fertilization of trees will be accomplished when the tree commission, assigned staff-person, or responsible department head determines a tree is deficient in nutrients. Determination is made by leaf color or size, twig growth, soil test, or other diagnostic methods. Fertilizer will be applied on the soil surface at the appropriate time of year.
- (7) Extensive root system damage to public trees is prohibited. Grade changes and trenching within the critical root zone is prohibited without permission of the tree commission or assigned staff-person.
- (8) Unless specifically authorized by the tree commission, the assigned staff person, or the appropriate department head, no person shall intentionally damage, cut, carve, transplant, or remove any tree; attach any rope, wire, nails, advertising posters, or other contrivances to any tree; allow any volatile liquid or solid or impervious substance (concrete, asphalt) which is harmful to such trees and/or their root systems to come into contact with said trees; or set fire or permit any fire to burn nearby when such fire or heat thereof may injure any portion of the tree; or permit grade changes around or under trees, or permit storage of materials directly on the root zone of any public tree, as authorized in this chapter.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-110. - Applicability to public areas maintained in whole or in part by developers or property owners associations.

The provisions of sections 2-208 and 2-209 shall also apply to planting and maintenance of trees in any medians, rights of way or other public areas by developers or property owners associations. When the standards of this ordinance conflict with or are inconsistent with the requirements of the Franklin Zoning Ordinance, with respect to new development, then the stricter standards shall apply.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-111. - Tree removal.

- (1) Dead trees, and dying trees on public property that pose a safety or health risk to residents or to other trees will be removed. Upon inspection by the tree commission, assigned staff person, or appropriate department head, those trees on public property found to be dead, and those found to be dying that pose a safety or health risk to residents or other trees shall be removed in a timely manner.
- (2) The tree commission and/or assigned staff person will upon observing dead or dying trees on private property, notify the landowner of such tree and encourage the landowner to remove said tree.
- (3) The city shall have the right to cause the removal of any dead, damaged, or diseased trees on private property within the city, when such trees constitute a hazard to life and property, or harbor insects and disease which constitute a potential threat to other trees within the city. The assigned staff person or the appropriate department head will notify in writing the owners of such trees. Removal shall be done by said owners at their expense within 60 days after receipt of written notification. In the event of failure of owners to comply with such provisions, the city shall have the authority to remove such trees and charge the cost of removal to the private owner.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-112. - Tree topping.

- (1) Tree topping of all public trees is prohibited. The tree commission shall promote the use of proper pruning procedures.
- (2) Tree pruning in the vicinity of power lines shall be undertaken by the public utility to assure the supply of electricity to its customers. Pruning shall be in accordance with the standards of ANSI Z133.1 Safety Requirements, current edition and ANSI A300 (Part 1) Pruning, current edition. Where possible, the utility shall undertake a program of replacing large trees with small maturing ornamental trees of the kind recommended by the tree commission or canopy trees in an area away from utilities.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006)

Sec. 2-113. - Enforcement.

The city building and building and neighborhood services department shall have the power to promulgate and enforce the provisions of this chapter. This shall include the right to issue notices of violations, and notices to stop work when continuation of work is likely to cause harm to city trees as specified elsewhere in this chapter. The assigned staff person has the right to clarify the provisions of this chapter.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006; Memo of 12-3-2013)

Sec. 2-114. - Penalties, claims, and appeals.

- (1) *Violations.*

Any city agency, or other governmental agency acting at the will of the city within the city limits who violates any provision of this chapter shall be responsible for ameliorating the situation as directed by, and to the satisfaction of the tree commission, assigned staff person, or the appropriate department head.

Any private citizen who violates any provision of this chapter or who fails to comply with any notice issued pursuant to the provisions of this chapter, upon being found guilty of violation, shall be subject to a fine as specified in appendix A, comprehensive fees and penalties.

If, as the result of the violation of any provision of this chapter by a private citizen, the injury, mutilation, or death of a city public tree, shrub, or other plant located on city-owned property is caused, the cost of repair or replacement, or the appraised dollar value of such tree, shrub, or other plant, shall be borne by the private citizen in violation.

The value of trees and shrubs shall be determined in accordance with the latest revision of "A Guide to the Professional Evaluation of Landscape Trees' Specimen Shrubs and Evergreens" as published by the International Society of Arboriculture.

- (2) *Assessment of claim.* In the event that a public nuisance or hazard on private property is not abated by the date specified in the notice to the party responsible, the assigned staff person is authorized to cause the abatement of said public nuisance. The reasonable cost of such abatement shall be filed as a lien against the property on which the hazard or nuisance was located shall be subject to prosecution for commission of a misdemeanor.
- (3) *Appeals.* Any private citizen aggrieved by an action or decision pursuant to this chapter shall have the right to an appeal to the city tree commission provide written request is filed with the planning and sustainability department within ten working days of the action upon which the appeal is based. The tree commission shall have the authority to grant variances where the particular characteristics of the plant material and/or topography and/or construction reasonably warrant a variance without materially altering the intent of this chapter.

(Ord. No. 2004-110, § 1, 11-9-2004; Ord. No. 2005-62, § 1, 11-8-2005; Ord. No. 2006-68, § 1, 10-10-2006; Ord. No. 2009-04, § 1, 2-10-2009; Memo of 12-3-2013)

City of Franklin, TN
Tree Bank Reserve Funds

Date

Receipts

McKays Mill	10/29/2007	120,675.00
Chestnut Bend	10/29/2007	1,200.00
Reid Hill Commons	12/18/2007	6,900.00
Grace Point Church	7/25/2008	77,850.00
Sports Land Group	9/9/2008	30,000.00
Miscellaneous	3/23/2009	4,575.00
Crossforth, LLC	9/29/2010	3,000.00
Hillstone Construction	12/22/2010	2,100.00
Mallory Valley Utility District	12/5/2011	8,000.00
Pinnacle Carothers McEwen	7/9/2014	99,000.00
Total Receipts @ 09/30/14		353,300.00

Disbursements

Shadow Nursery	5/21/2008	1,962.50
Tomlin	1/31/2009	6,039.21
Happy Tree	1/31/2009	16,320.00
Happy Tree	1/31/2009	8,000.00
John Deere Landscapes	10/5/2009	900.00
John Deere Landscapes	10/7/2009	900.00
Stewarts Nursery	12/16/2009	2,320.00
Arborcare Tree Specialist	12/11/2009	43,345.00
GroWild	3/4/2010	1,146.50
Timbercrest Nursery & Landscaping	5/1/2010	1,190.00
Shadow Nursery, Inc.(Don Shadow lecture)	6/29/2010	500.00
Randy Youngblood Nursery	11/24/2010	570.00
Happy Tree	1/4/2011	19,956.00
Scenic Hills Nursery	2/24/2011	5,160.00
Carol Reese	7/11/2011	512.50
New Leaf	8/31/2011	300.00
The Office of Joel Tomlin	3/19/2012	11,734.00
The Office of Joel Tomlin	5/31/2013	7,014.00
Susan Bradfield	9/10/2013	360.00
Total Disbursements @ 09/30/14		128,229.71

Balance @ 09/30/14

225,070.29

INITIAL DRAFT - PARKLAND DEDICATION AGREEMENT AS SUBMITTED BY HARPETH ASSOCIATES, LLC
February 12, 2015

AGREEMENT, made on this _____ day of March, 2015 by and among the City of Franklin, Tennessee, _____, the Friends of Franklin Parks, _____ Harpeth Associates, LLC, a Tennessee limited liability company, 144 Southeast Parkway, Suite 230, Franklin, Tennessee, 37064, Wagner Line Partnerships, L.P. a Tennessee limited liability partnership, 1344 Carnton Lane, Franklin, Tennessee 37064 and J. Roderick Heller III, 1344 Carnton Lane, Franklin, Tennessee, 37064.

WITNESSETH

Whereas, Harpeth is developing a mixed use hotel, apartment, and retail project between Bridge and Main Streets, and First and Second Avenues, Franklin, Tennessee, and is obligated to pay the City of Franklin a Parkland Dedication Fee in the amount of \$564,000 calculated in accordance with the regulations of the City,

Whereas, Wagner Line Partnership has acquired .46 acres of land at 1416 Columbia Avenue, Franklin, Tennessee (known as the Carwash Property) located on the site of the Union advance line at the Battle of Franklin, November 30, 1864, and has spent \$326,500 on the site, including \$290,000 in capital invested by two family foundations operating under federal tax law,

Whereas, by appraisal dated _____ and attached hereto an independent appraiser has estimated the Wagner Line Property has a fair value of \$ _____, and

Whereas, the City, recognizing that the Wagner Line Property is viewed as an integral component of the Battle of Franklin battlefield, is willing to accept the Wagner Line property as part of its City parks.

THEREFORE, the parties agree as follows:

1. Wagner Line Partnerships will convey, and the City will accept, the Wagner Line property as part of the park system of the City of Franklin, pursuant to an easement executed to such effect, subject to the conditions set forth in the agreement. Such land will be transferred to the City, or such entity as the City may designate on the same date the Parkland Dedication Fee is paid to the City by Harpeth.
2. The Parkland Dedication Fee shall be paid in cash by Harpeth to the City in the amount of \$564,000, less the appraised value of the property, estimated to be \$330,000. The City acknowledges that Harpeth shall have satisfied its Parkland Dedication Fee obligation in this manner.
3. Harpeth shall reimburse the Wagner Line Partnership the amount of \$326,500, even if the appraised value shall be higher, and Wagner Line Partnerships shall reimburse its investors, including the two family foundations, thereby recovering the investments made by the family foundations, and allowing them to make contributions therefrom.

4. Heller shall cause the two family partnerships to donate the aggregate amount of \$326,500 to the Friends of Franklin Parks on or before the December 31, 2020, with no less than \$50,000 in any one calendar year.
5. In accordance with the objectives of the Parkland Dedication Fee, Friends of Franklin Parks will use the Heller foundation funds for improvements at Bi-Centennial Park as may be determined by the Board of Mayor and Alderman of the City of Franklin. Such improvements may include but shall not be limited to off-street parking, renovation of the shelter, greenways and pedestrian trails that directly connect to and from Bi-Centennial Park.

SIGNED at Franklin on the date and year above mentioned by:

February 12, 2015

Vernon Gerth
Assistant City Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

**RE: Harpeth Square Development
Offsite Improvements Offset and Recovery Agreement**

Dear Mr. Gerth:

We appreciate the City's willingness to work with the Harpeth Square Team in regards to providing an opportunity to recoup some of the costs associated with the offsite improvements that are being required by the City as part of the Harpeth Square Development Plan.

Although we are going to be presenting the financial benefit analysis of the Project on the Work Session I want to share some projected highlights:

Occupancy Tax for Franklin	\$ 280,258/yr
Property Tax for Franklin	\$ 88,698/yr
Property Tax for Special School District	\$ 213,290/yr
Sales Tax for Franklin with Hotel and Retail	\$ 274,645/yr

We are generally in agreement with the proposed Agreement for Reimbursement of Costs for Sanitary Sewer and Water Distribution Improvements (COF Contract No. 2014-0345). However, we would need to come to agreement on the Road Impact Fee Offset Agreement (COF Contract No. 2014-0344) prior to executing any agreements.

Regarding Contract No. 2014-0344, we still feel that it would be appropriate to include items such as grading, asphalt, and pavement markings for 1st Avenue and Bridge Street as items that are eligible for offset as they do provide improvements to the roadway capacity. However, since these items are not eligible in the proposed agreement, we would like to make the following requests.

Request #1

Harpeth Square requests that the City would pay for half of the cost of both the Traffic Signal Improvements at 2nd Avenue and Bridge Street and the restriping of Franklin Road and signal modifications at East Main Street and 1st Avenue through of the Road Impact Fee Fund. The basis for this request is that the improvements are currently needed and would help improve capacity and safety even without the Harpeth Square Development being completed. Based on our estimate and the current structure of Contract 2014-0344, it is possible that the cost for the eligible items would exceed the impact fees generated by Harpeth Square by over \$300,000. An updated Traffic Study was completed in December 2014. The study indicated that the traffic signal at 2nd Avenue and Bridge Street is marginally warranted due to safety related issues based on current traffic. The study also indicated that the completion of the Harpeth Square Development would only contribute 7.7% to the traffic at the intersection at 2nd Avenue and Bridge Street and 4.8% to the traffic at the intersection of East Main Street and 1st Avenue. The following is a breakdown of the estimated costs and impact fees:

1 st Avenue and Bridge Street Eligible Items	\$ 771,100.00
Franklin Road/E. Main Street Restriping and Signal Modification	\$ 54,380.00
Traffic Signal at 2 nd Avenue and Bridge Street	<u>\$ 457,875.00</u>
Eligible Items Total	\$1,283,355.00

Anticipated Road Impact Fees Generated by Harpeth Square	\$ 966,000.00
Difference between cost of eligible items and impact fees	\$(-317,355.00)
Requested Cost to City for half of the restriping and signal	\$ 256,127.50

We would propose that the final cost to the City would be based on half of the actual cost for the restriping and signal improvements. We ask that the City pay for their share of the cost at the completion and acceptance of the improvements.

Request #2

The City would pay for the items that are not eligible for offset through the Hotel/Motel Tax. These items would include demolition, brick sidewalks, crosswalks, street signs, limestone street markers, pavement markings, trash receptacles, bike bollards, grading, asphalt, concrete drive aprons, landscaping and irrigation. The basis for this request is that the requirement for the Harpeth Square Development to make these improvements is above and beyond what is required by other developments without a means of offset or reimbursement. The following is a breakdown of the estimated cost for these items:

1 st Avenue and Bridge Street Non-eligible items	\$534,431.00
2 nd Avenue Non-eligible items	<u>\$360,000.00</u>
Non-eligible Items Total	\$894,431.00

Just like with the eligible items for offset, the final cost would be based on the actual cost of these items. We are proposing that the City pay for these items over a 4-year period beginning with the completion of the improvements. The estimated Hotel/Motel Tax generated by the Harpeth Square Development is \$280,000 in Year One and is projected to increase in subsequent. With a 4-year payment period, the City would not be out any cost beyond what it would be collecting from the Development.

It is important to note that all of these public infrastructure improvements will be a major benefit to the City and all those that live, work and travel through downtown Franklin.

I appreciate the City's consideration of our requests and I look forward to working with you and the rest of the City's staff to make Harpeth Square one of the premier developments in all of Franklin. If you have any questions or need additional information from me, please do not hesitate to ask.

Sincerely,



Steve Bacon
Harpeth Associates LLC

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT NO 2014 - 0344**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Harpeth Associates LLC, (“Developer”), on this the ____ day of _____, 201__, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code (“FMC”).

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Harpeth Square PUD Subdivision, Development Plan Project # 4713 for approval (the “Development Project”); and

WHEREAS, the City has required the Developer to design and construct certain arterial roadway improvements to include the dedication of arterial right-of-way, the engineering design of non-site related arterial improvements and/or the construction of certain non-site related arterial improvements as a requirement of the Development Project; and

WHEREAS, the City is requiring arterial improvements as part of the Development Project to 1st Ave. N. and Bridge St., Franklin Rd. / E. Main St. and Signal Modifications at E. Main St. and 1st Ave., and Traffic Signal Improvements at 2nd Ave and Bridge Street; and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on December 22, 2014, to be **\$1,283,355.00** as shown in **Exhibit A**.

NOW THEREFORE, 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. Developer has submitted reliable information related to the costs of construction of the arterial roadway improvements as described in **Exhibit A**:
3. The total eligible costs of construction and right-of-way of the above arterial roadway improvements are **One Million Two Hundred Eighty-Three Three Hundred and Fifty-Five Dollars and 00/100 (\$1,283,355.00)** for the Development Project and the total offset to be applied to Road Impact Fees due the City is an identical amount for the Development Project. This offset shall be applied to the total Road Impact Fees due in the Development Project, prior to issuance of building permit(s) to the Developer or its successors in interest.
4. The above stated eligible offset is based on an estimate of the eligible costs of the arterial roadway improvements and shall be used for the application of offsets and/or reimbursements until the arterial roadway improvements have been constructed and accepted by the City. Upon acceptance of the arterial roadway improvements by the City, the Developer shall submit the following information to the Road Impact Fee Administrator (City Engineer) for review and approval: invoices and contracts associated with the arterial roadway improvements, copies of checks to show proof of payment and notarized release of

lien. After approval of the constructed costs of the arterial roadway improvements, this Agreement shall be amended to reflect the actual eligible Road Impact Fee offset due the Development Project.

5. The Developer shall provide to the Road Impact Fee Administrator (City Engineer) a letter of assignment for any portion of an eligible Road Impact Fee offset for his Development Project prior to such assignment being granted to a successor(s) in interest. Should a successor(s) in interest pay a Road Impact Fee prior to the Road Impact Fee Administrator (City Engineer) receiving from the Developer a letter of assignment, there shall be no reimbursement of the paid Road Impact Fee to the intended successor(s) in interest.

6. Within thirty (30) days from the date of approval of this Agreement the City shall reimburse the Developer for any Road Impact Fees paid as part of the Development Project as shown on Exhibit A. Pursuant to the FMC, the eligible offset may not exceed the total of Road Impact Fees due for the Development Project (Section 16-417 (7)).

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

WITNESS our hands on the dates as indicated.

DEVELOPER

Harpeth Associates LLC

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a
municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

By: _____
ERIC S. STUCKEY
City Administrator

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

EXHIBIT A - COF 2014-0344
COST ESTIMATE AND PROJECT DESCRIPTION

1st Ave. N. and Bridge St.

Project Description – The Offset request will include Capacity Improvements Only. These items generally include design, street lights, street light conduit and wire, curb and gutter, drainage structures, drainage pipe, fiber optic interconnect and limited construction management. **The following items are not included:** demo, brick sidewalks, crosswalks, street signs, limestone street markers, trash receptacle, bike bollards, grading, asphalt, pavement markings, concrete drive apron, landscaping and irrigation. Below is a breakdown of the estimated cost.

\$30,000	Design (Engineering, Surveying and Limited Construction Management)
\$34,300 TBD	Right-of-Way Acquisition (Proposed ROW Dedication Approx. 0.08 AC)
\$140,000	Street Lights
\$44,000	Street Light conduit and Wire
\$185,000	Curb and Gutter
\$80,000	Drainage Structures
\$65,000	Drainage Pipe
\$40,000	Mobilization
\$25,000	Erosion Control
\$25,000	Traffic Control
<u>\$102,800</u>	<u>Misc. Items and Contingency</u>
\$706,800	Overall Estimated Construction Cost
\$771,100	Total Estimated Offset Cost

Franklin Rd. / E. Main St. Restriping and Signal Modifications at E. Main St. and 1st Ave.

Project Description – This project generally includes the modification of pavement markings on Franklin Road and E. Main Street to create a dedicated right turn lane for south bound traffic on E. Main Street. In addition, the project includes design and signal modifications to the intersection of E. Main Street and 1st Avenue.

\$4,380	Design (Engineering, Surveying and Limited Construction Management) -
\$0.00	Right-of-Way Acquisition (No ROW required)
<u>\$50,000</u>	<u>Construction Cost</u>
\$54,380	Total Estimated Offset Cost

Intersection Improvements and Signalization of Bridge Street and 2nd Avenue.

Project Description – This project generally includes the installation of a new traffic signal at Bridge Street and 2nd Avenue. The recommended offset will include design, right-of-way acquisition, decorative traffic signal, pavement, pavement markings, crosswalks, handicap ramps, curb and gutter, signage, drainage, fiber optic interconnect and limited construction management.

\$45,525	Design (Engineering, Surveying and Limited Construction Management) -
\$56,000	Right-of-Way Acquisition (Estimated at 1,000 SF of ROW)
	\$6,000 for Appraisals and Acquisition Cost
	\$50,000 for ROW Acquisition
<u>\$356,350</u>	<u>Construction Cost</u>
\$457,875	Total Estimated Offset Cost



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)

	Number of Jobs	Average Wage (Tennessee)
Distribution of Lodging Occupations		
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

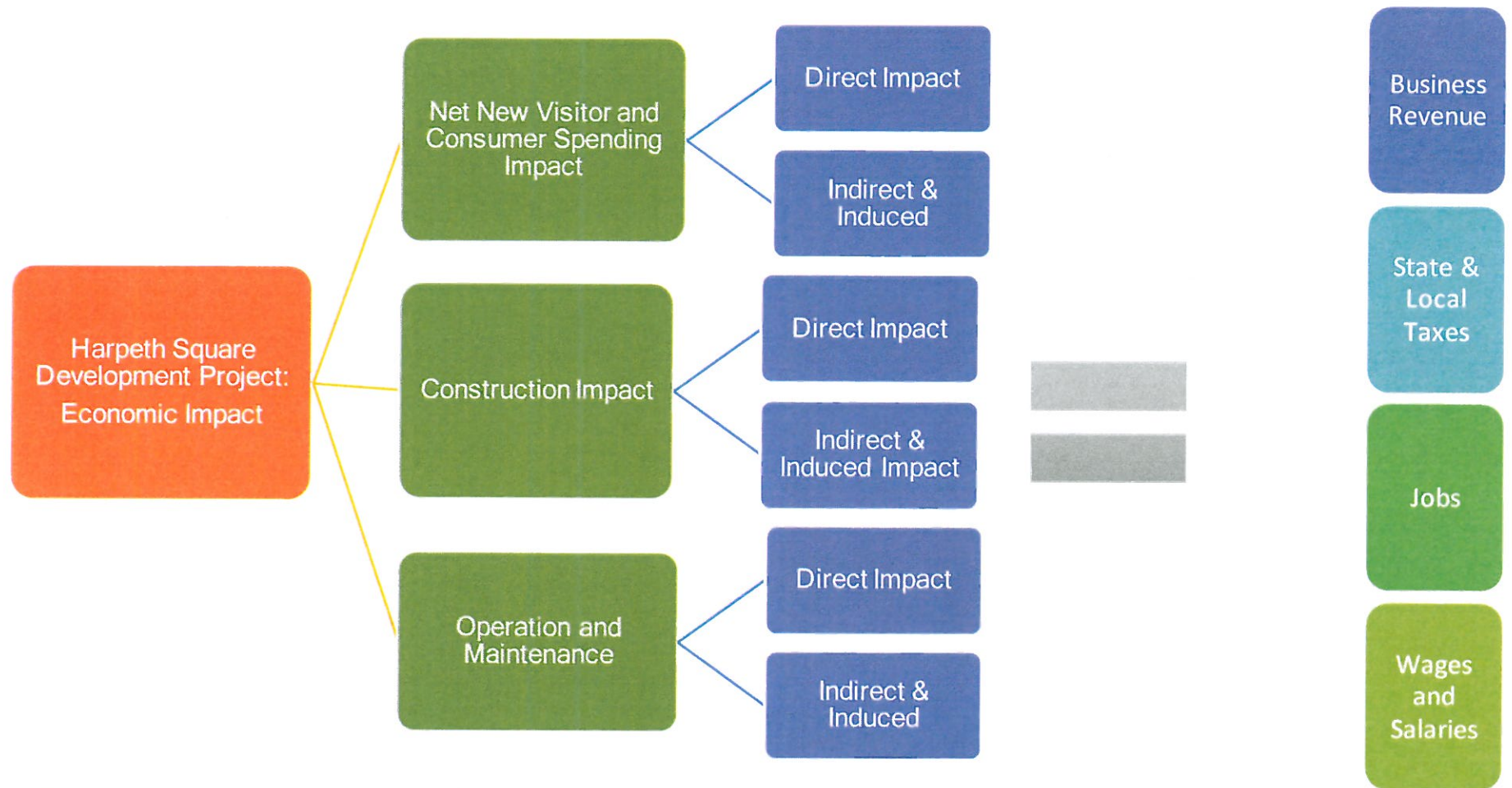
Total Room	115
Occupancy Rate	83%
Total Nights	34,839
Total Hotel Days	34,839
Average Room Rate	\$227

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.

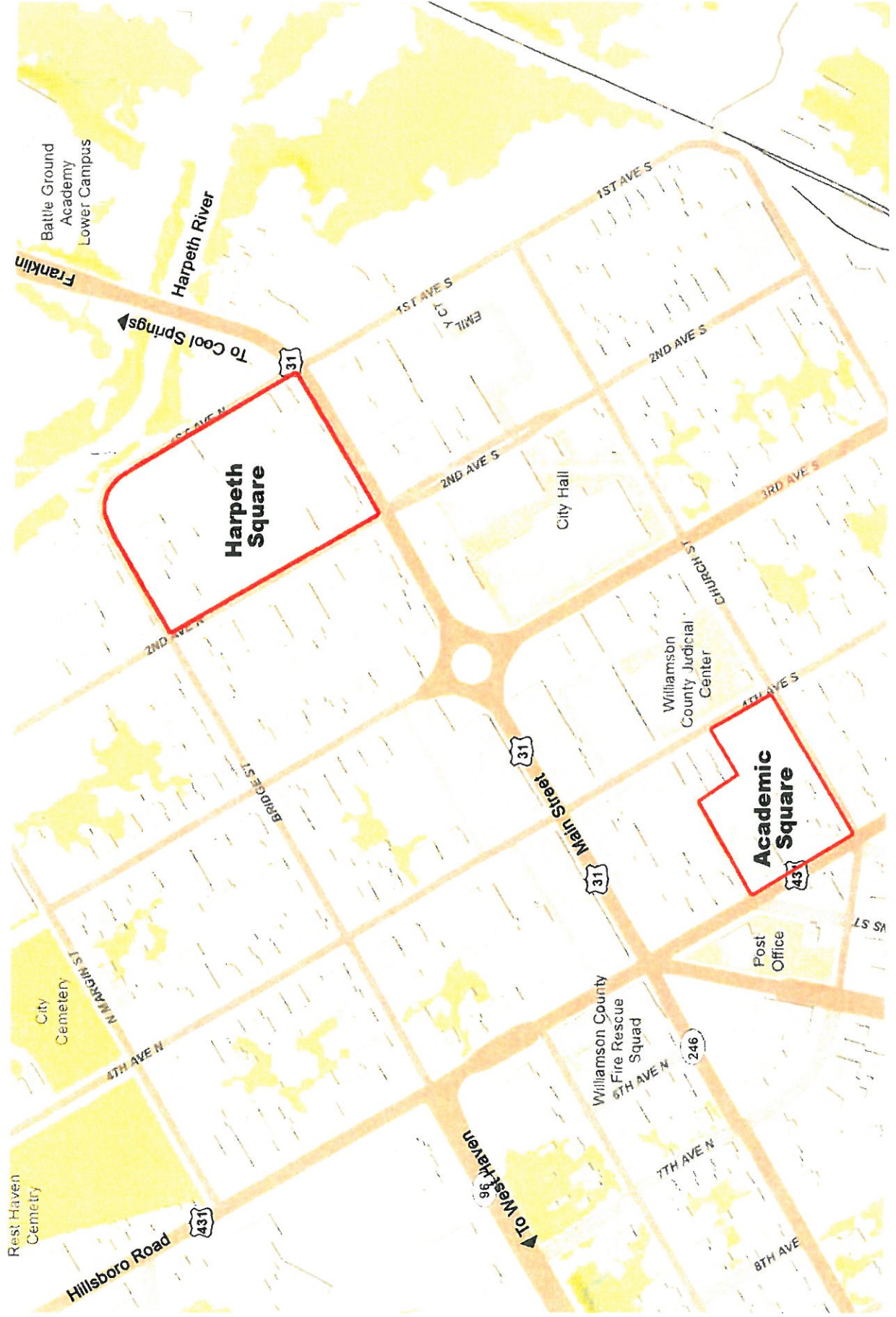
Exhibit A Parcels Proposed for Project Area

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
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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

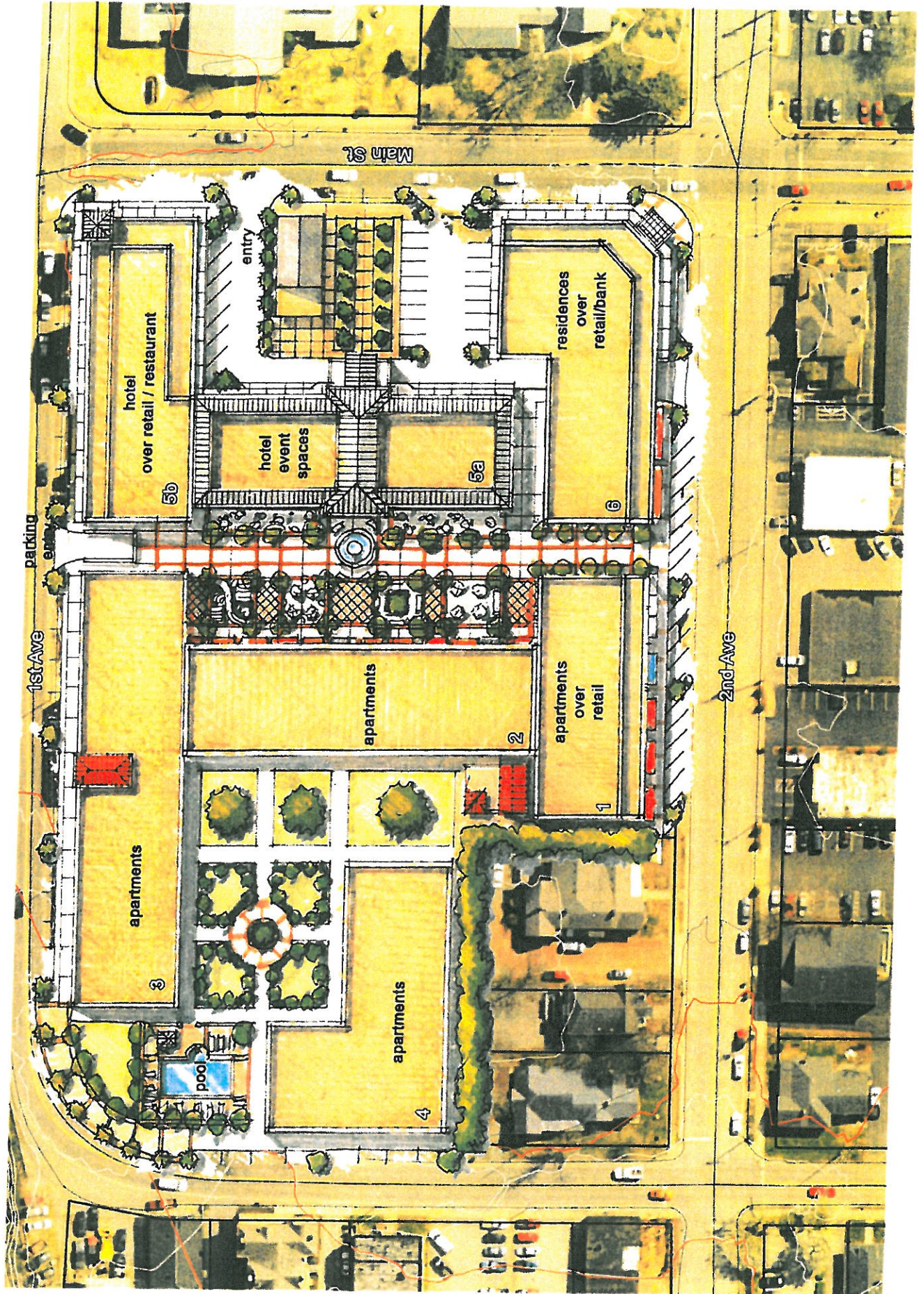
Main Street

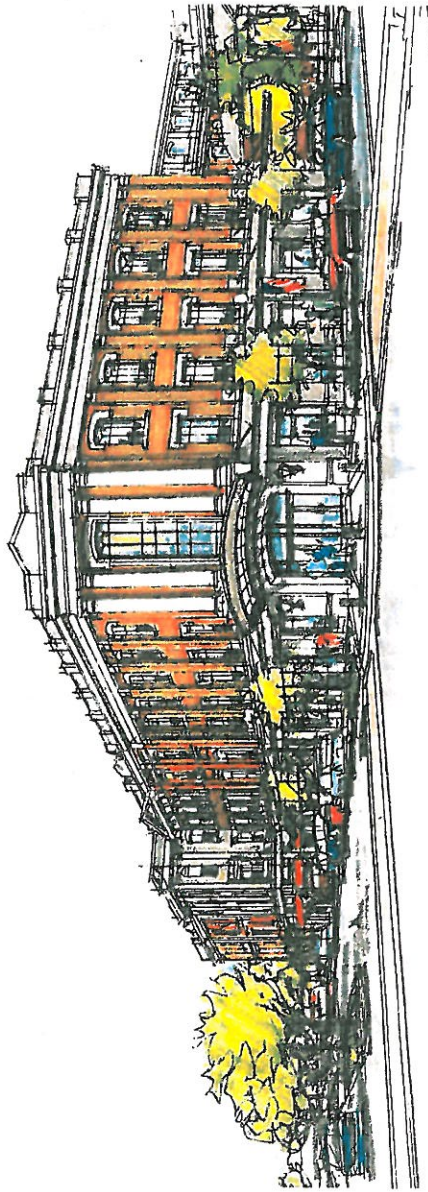
2nd Ave

May 8

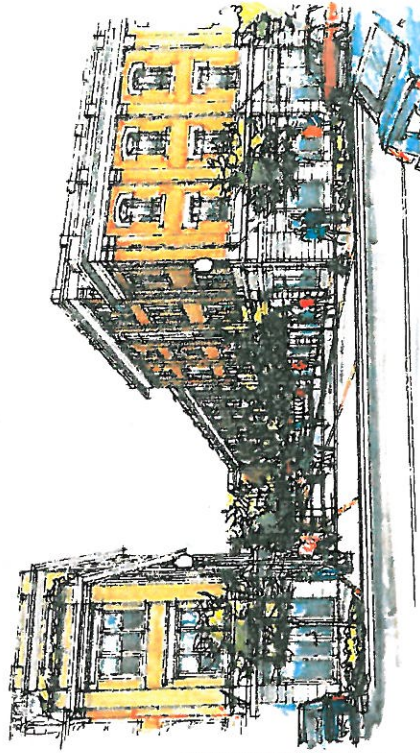


HARPETH SQUARE





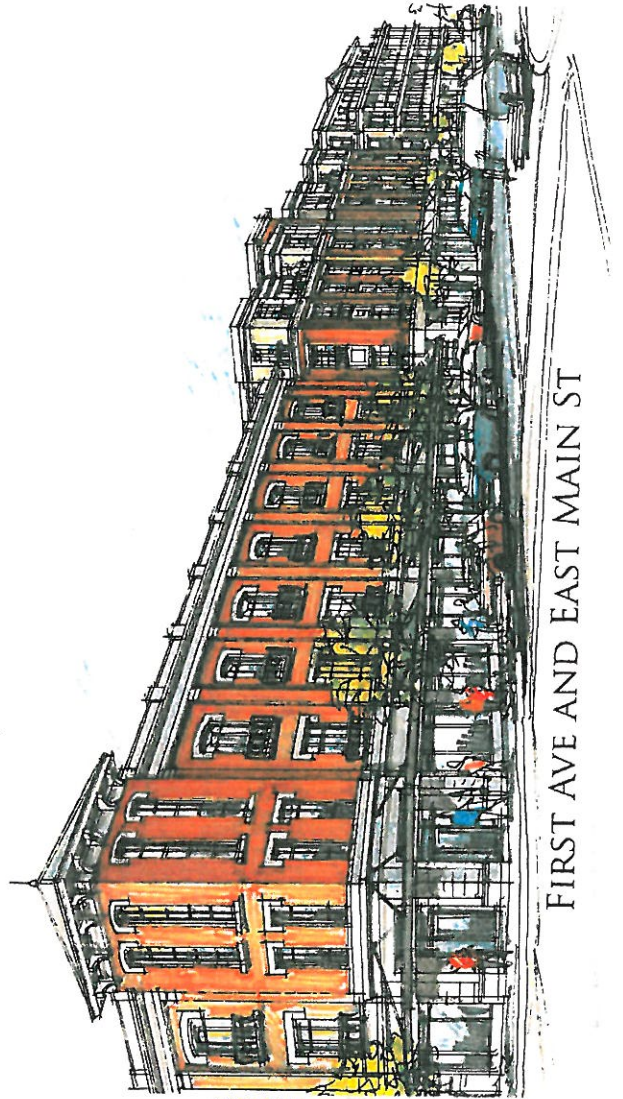
SECOND AVE AND EAST MAIN ST



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
-