

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

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

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

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

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

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

TITLE: CEO

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

Attachment No. 1

Excerpts pertinent to sodium hypochlorite from SUBMITTAL

Revised* Bid Submittal Form

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

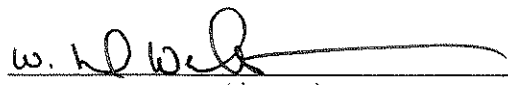
Purchasing Office Solicitation No.: 2016-001 through 2016-004

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

Revised* Bid Submittal Form

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

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

Vendor's name:	American Development Corporation
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none">Detailed vendor-supplied description of bid product(s) and/or service(s);City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;Vendor-supplied contact information for minimum of three references;City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;City of Franklin Affidavit of Non-Collusion, executed in full;If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full;City of Franklin Affidavit of Title VI Compliance, executed in full; andA complete digital copy of submitted bid documents per the Instructions for Bidders.	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	<input type="checkbox"/> Addendum No. _____. <input checked="" type="checkbox"/> Addenda Nos. <u>1, 2, 3, 4</u> . <input type="checkbox"/> No addenda.
Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	CEO
Date of signature:	10/12/15

Revised* Bid Submittal Form

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

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

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

Vendor's name: American Development Corporation

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

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

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

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

City of Franklin Revised* Specifications

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

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

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

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

City of Franklin Revised* Specifications

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

- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

City of Franklin Revised* Specifications

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

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

City of Franklin Revised* Specifications

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

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

11. Detailed specifications: Please note:

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

11.1.

General:

11.1.1.

C

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

City of Franklin Revised* Specifications

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

- 11.1.2. C The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facilities specified below, the specified chemicals during the specified term of award.
- 11.1.3. C Quoted bid prices are to be offered by the bidder on a per unit basis, and shall be quoted in dollars per specified unit of measure per chemical.
- 11.1.4. C The quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.
- 11.1.5. C The successful bidder shall provide any labor and equipment necessary to unload or offload the chemical in a manner (a) consistent with best practices for shipping and receiving of that chemical, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.1.6. C The term of award pursuant to this procurement solicitation shall commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about January 1, 2016, and shall terminate June 30, 2017.
- 11.1.7. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.
- 11.1.8. C Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

City of Franklin Revised* Specifications

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

- 11.1.9. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.10. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of City business days after receipt of order.
- 11.1.11. C The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12. C Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by the City.
- 11.1.13. C Invoices shall itemize dates and quantities delivered.
- 11.1.14. C The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.
- 11.1.15. C The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.
- 11.1.16. C Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

City of Franklin Revised* Specifications

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

11.1.17. Insurance requirements:

11.1.17.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder* only

*Certificate Holder shall be listed as follows:

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

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

City of Franklin Revised* Specifications

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

- 11.1.17.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.1.17.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Revised* Specifications

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

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

City of Franklin Revised* Specifications

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

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

American Development Corporation

821 William D. Jones Blvd.

Fayetteville TN 37334

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

www.adc-chem.com

Sodium Hypochlorite 6-16%

Applications Disinfection & Oxidation

Description

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

Shipping Information

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

Emergency Information

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

Handling Safety

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

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

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

Material Safety Data Sheet

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

Section 1: Material Identification and Company Identification

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

Section 2: Hazardous Ingredients

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

Section 3: Hazards Identification

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

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Section 4: First Aid Measures

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

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

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

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

Section 5: Fire Fighting Measures:

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

Flash Point, Deg F: Not Flammable

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

Section 6: Accidental Release Measures:

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

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

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Section 7: Handling and Storage:

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

Section 8: Exposure Controls/Personal Protection

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

Recommended Personal Protective Equipment:

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

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

Gloves: Neoprene, nitrile, or natural rubber gloves.

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

Other protective measures:

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

Section 9: Physical Properties

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

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

Section 10: Stability and Reactivity

Stability: Stable

Polymerization: Will not occur

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

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

Hazardous decomposition products:

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

Section 11: Toxicological Information

Medical conditions aggravated by exposure:

Target Organs:

Corrosive to all body tissues by all routes of exposure.

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

Section 12: Ecological Information

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

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

Section 13: Disposal Considerations

RCRA 40 CFR 261 Classification:

Corrosive Waste

U.S. EPA Waste number/description:

D002

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

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Section 14: Transportation Information

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

Section 15: Regulatory Information

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

Section 16: Other Information

CERCLA Comprehensive Environmental Response, Compensation and Liability Act of 1980

IARC International Agency for Research on Cancer

MSHA Mine Safety and Health Administration

NIOSH National Institute for Occupational Safety and Health

NTP National Toxicology Program

OSHA Occupational Safety and Health Administration

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

RCRA Resource Conservation and Recovery Act

SARA Superfund Amendments and Reauthorization Act of 1986

TLV-TWA Threshold Limit Value - Time Weighted Average

TSCA Toxic Substances Control Act

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

Updated on: 11-Feb-09

American Development Corporation

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

Customer References

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

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

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

(615) 890-0862
Alan Cranford, Superintendent

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

(615) 952-5088
Mark Moran, Plant Manager

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

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

*Supply and deliver water treatment chemicals as needed

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. ²⁰¹⁶⁻⁰⁰¹ ²⁰¹⁶⁻⁰⁰⁴ - _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

American Development Corporation

Attn: Mike Wetherington

821 William D Jones Blvd

P.O. Box 620

Fayetteville, TN 37334

931-438-2673

mikew@adc-chem.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Affidavit of Non-Collusion

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

State of Tennessee)
County of Lincoln) SS

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

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

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

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

W. Michael Wetherington
(signature of Affiant)

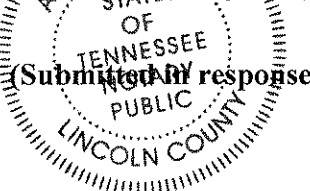
CEO

(title of Affiant)

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

Angela Richer
(Notary Public)

My Commission Expires: May 2019



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

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

State of Tennessee)
County of Lincoln) SS

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

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

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

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

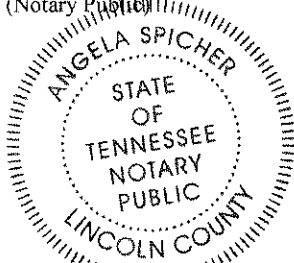
W. Michael Wetherington
(signature of Affiant)

CEO
(title of Affiant)

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

Angela Spicher
(Notary Public)

My Commission Expires: May 2019



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

State of Tennessee)
County of Lincoln) SS

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

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

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

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

W. M. Wetherington
(signature of Affiant)

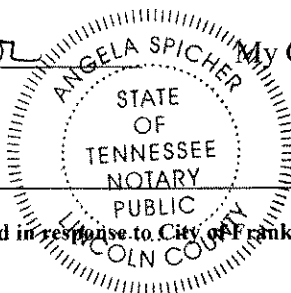
CEO

(title of Affiant)

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

Angela Spicher
(Notary Public)

My Commission Expires: May 2019



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

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

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

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

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

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

CEO
(title of person whose printed name appears above)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2015

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

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

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

COVERAGES

CERTIFICATE NUMBER: City of Franklin

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDE SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	GLP2008867-13	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP2008863-12	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE		FFX2008868-12	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC0440041092	6/1/2015	6/1/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Franklin, TN
City Hall, Suite 107
109 3rd Ave. S.
Franklin, TN 37064

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

AUTHORIZED REPRESENTATIVE

Bagley & Bagley/OWEN

Bagley & Bagley

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

2. Exclusions

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

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0361)

Attachment No. 2

CERTIFICATE OF INSURANCE

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

City of Franklin 109 3rd Ave. S. Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bagley & Bagley/OWEN <i>Bagley & Bagley</i>

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**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
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COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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