

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0049)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and JP Yard, LLC of Columbia, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued on January 28, 2016 Purchasing Office Solicitation No. 2016-017, a procurement solicitation for bids for City-owned property mowing and related contract services for the calendar year 2016 mowing season (“SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated January 29, 2016 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted a Certificate of Insurance (“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.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, 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.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, 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.
7. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0049)

8. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. Effective the date indicated below of execution of this AGREEMENT, CITY awarded to VENDOR the purchase of City-owned property mowing and related contract services for the calendar year 2016 mowing season pursuant to SOLICITATION, SUBMITTAL, CERTIFICATE OF INSURANCE and INDEMNIFICATION AGREEMENT.
10. The term of award shall commence April 1, 2016 or upon execution of this AGREEMENT, whichever comes later, and shall conclude December 31, 2016. The term of award does not include any options to extend the term of award beyond December 31, 2016.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS 23 DAY OF March 2016.

For VENDOR:

Jasen R. Polled  
(signature of VENDOR's authorized representative)

TITLE: OWNER

For CITY:

Eric S. Stuckey  
(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Kentley Star  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2016-0049)

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**Attachment No. 1**

Excerpts from SUBMITTAL

## Bid Submittal Form

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

### City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-017

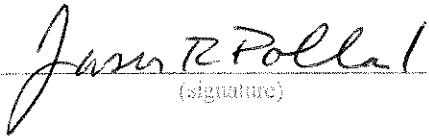
<b>Vendor's name, street address, and mailing address:</b>	JP yard LLC <hr/> 3992 Kelly Farris Road <hr/> Columbia, TN 38401 <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	Jason R Pollard <hr/> owner <hr/> 615-804-4712 <hr/> jason@jpyard.com <hr/>
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>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?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>Total quoted bid lump-sum fee for all specified services per service date for all specified jobsites:</b>	\$ 430.00 <hr/>
<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
<b>Last date (no sooner than April 30, 2016) that bid and associated pricing is valid and may be accepted by the City:</b>	30 April 2016 <hr/>
<b>Method of payment</b> – 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.

# 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.: 2016-017

<b>Vendor's name:</b>	JP yard LLC
<b>Are the following components included with this Bid Submittal Form in the bid submittal?</b> <ul style="list-style-type: none"><li>• Detailed vendor-supplied description of bid product(s) and/or service(s);</li><li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li><li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li><li>• Vendor-supplied contact information for minimum of three references;</li><li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li><li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li><li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li><li>• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li><li>• City of Franklin Affidavit of Title VI Compliance, executed in full.</li></ul>	<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).
<b>Acknowledge any and all issued addenda to this solicitation:</b> (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 type="checkbox"/> Addenda Nos. _____ <input checked="" type="checkbox"/> No addenda.
<b>Signature of bidder's authorized representative:</b> 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)
<b>Title of bidder's authorized representative:</b>	Owner - JP yard LLC
<b>Date of signature:</b>	29 Jan 2016



*JP yard*

*Taking the Labor Out of Your Lawn*

29 January 2016

Subj: **DETAILED VENDOR SUPPLIED DESCRIPTION OF SERVICES FOR SOLICITATION NO 2016-017**

JP yard LLC will provide all necessary work to fulfill the requirements identified in subject solicitation. Specifically, **JP yard LLC will provide litter removal, mowing, trimming, blowing, and debris removal as required** at the ten (10) job sites identified.

The point of contact for this submission is Jason Pollard, Owner JP yard LLC. He can be reached at 615.804. 4712 or via email at [jason@jpyard.com](mailto:jason@jpyard.com).

Respectfully,

Jason Pollard,  
Owner  
JP yard LLC



[www.jpyard.com](http://www.jpyard.com)

3992 Kelley Farris Road  
Columbia, TN 38401

615.241.0730

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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1. Solicitation identified: These specifications apply to the following procurement:  
City-owned property mowing and related contract services for the calendar year 2016  
mowing season  

**Purchasing Office Solicitation No.: 2016-017**
2. Notice to Bidders publication date: **January 28, 2016**
3. Solicitation release date: **January 28, 2016**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 4, 2016, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 11, 2016, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 4, 2016**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 22, 2016**
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 provide property mowing and related contract services as specified below on a periodic basis for the specified term of award. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
  - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
  - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
  - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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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 thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.



# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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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. \_\_\_\_\_ C General:
- 11.1.1. \_\_\_\_\_ C For purposes of this procurement, the specified term of award shall commence April 1, 2016 or the date of execution of a contract pertaining to this procurement, whichever comes later, and shall conclude December 31, 2016. The term of award does not include any options to extend the term of award beyond December 31, 2016.
- 11.1.2. \_\_\_\_\_ C For purposes of this procurement, the 2016 mowing season shall commence no earlier than when the term of award commences, and may conclude on or about November 30, 2016 but shall conclude no later than December 31, 2016.
- 11.1.3. \_\_\_\_\_ C Service provider shall, for the specified term of award, provide grass mowing and related contract services on a periodic basis at each of the specified jobsites.
- 11.1.4. \_\_\_\_\_ C Bid pricing shall include the bidder furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to provide the specified services.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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- 11.1.5. C The bidder is responsible for making any measurements required to prepare a bid. No plans or drawings have been prepared by the City for this solicitation for bids.
- 11.1.6. C The services to be rendered in accordance with this procurement are to be offered for the specified term of award.
- 11.1.7. C The fee for all services rendered shall be quoted by the service provider on a lump-sum-per-service-date basis for all jobsites.
- 11.1.8. C The quoted fee shall remain the same for the specified term of award.
- 11.1.9. C The quoted fee shall be all-inclusive. Service provider shall not charge, and the City of Franklin shall not pay, any other fees or charges submitted by service provider for any expense directly or indirectly related to the provision of the specified services. The quoted fee shall include the cost of all equipment, fuel, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees or business license fees necessary to render the specified services.
- 11.1.10. C The City may cancel services for cause, including timeliness in completing services, taking into consideration weather and other circumstances beyond the service provider's control, poor quality of work, or for other reasons if deemed in the City's best interest.
- 11.2. At each specified jobsite, service provider shall:
- 11.2.1. C Collect and remove litter from the jobsite.
- 11.2.2. C Mow grass and weeds to a height in a range between three (3) and five (5) inches. Clippings may be mulched or bagged and removed, at the discretion of the service provider. If mulched, clippings shall not be visible from the street upon completion, and shall not choke or otherwise damage the underlying plant.
- 11.2.3. C Trim grass and weeds along paved surfaces and other lawn edges, around buildings, structures, trees, fences, etc.
- 11.2.4. C Blow or otherwise clear clippings and leaves from paved surfaces.
- 11.2.5. C Debris removed from any jobsite shall be disposed of properly. City shall reimburse the service provider for the cost of such disposal if at the City of Franklin Solid Waste Transfer Station, 417 Century Court, but only for debris removed from one or more of the specified jobsites.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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- 11.3. The services shall be rendered at the following ten (10) jobsites, all of which are located within the corporate limits of Franklin, Tennessee:
- 11.3.1. C Jobsite No. 1: 117 Ewingville Drive
- 11.3.2. C Jobsite No. 2: 119 Ewingville Drive
- 11.3.3. C Jobsite No. 3: 127 Ewingville Drive
- 11.3.4. C Jobsite No. 4: 124 Ewingville Drive
- 11.3.5. C Jobsite No. 5: 1140 Thompson Alley
- 11.3.6. C Jobsite No. 6: 204 Old Liberty Pike
- 11.3.7. C Jobsite No. 7: 131 Daniels Drive
- 11.3.8. C Jobsite No. 8: Pond Area Open Space near Daniels Drive
- 11.3.9. C Jobsite No. 9: 846 Lewisburg Pike
- 11.3.10. C Jobsite No. 10: Nissan walking trail
- 11.4. Other requirements:
- 11.4.1. C Service provider shall provide the specified services for all specified jobsites on the same date once every two weeks, or upon request of the City, for the specified term of award.
- 11.4.2. C The City estimates that between fifteen (15) and twenty (20) service dates may be required over the course of the specified term of award. (Bidder shall note that this estimate is neither a guaranteed minimum nor a guaranteed maximum number of service dates.)
- 11.4.3. C Services to be rendered shall be provided only on City business days (Monday through Friday, except holidays observed by the City), and shall be provided only between the hours of 7:00 a.m. and 4:00 p.m. Central Time.
- 11.4.4. C Weather permitting, and except as otherwise requested by the City, services shall be rendered not sooner than 10 calendar days and not later than 18 calendar days following the most recent date of service delivery.
- 11.4.5. C If services are requested by the City other than during the periodic schedule identified above, then service provider shall, weather permitting, provide those services within three (3) City business days of the request.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

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- 11.4.6. C Service provider shall, no later than 3:00 p.m. Central Time on the City business day immediately preceding the intended date of service, notify the City-designated contact person of the service provider's intent to render services for each date that service is rendered. Service provider may ask the City-designated contact person for authorization to render services the same date of notification but is not authorized to provide those services unless permission to do so is given by the City-designated contact person. Notification of the service provider's intent to render services for each date that service is rendered may be by telephone, fax or e-mail.
- 11.4.7. C Services rendered are subject to inspection by the City, both during and following the date of service.
- 11.5. Notes:
- 11.5.1. C For each of the specified jobsites, the mowing quotes are to include mowing the areas that have been mowed recently.
- 11.5.2. C For jobsites nos. 2 (119 Ewingville Drive) and 3 (127 Ewingville Drive), mow to the first tree line. Do not mow the natural gas utility easement (which approximately parallels the river and is located beyond the first tree line) or the riverbank or any other area beyond the first tree line.
- 11.5.3. C For jobsite no. 7 (131 Daniels Drive), mow to the tree line. Do not mow the riverbank or any other area beyond the tree line.
- 11.5.4. C Jobsite no. 8 (Pond Area Open Space near Daniels Drive) is located adjacent to and immediately south of 222 Old Liberty Pike (which is located on the southeast corner of the intersection of Old Liberty Pike and Daniels Drive). Do not mow 222 Old Liberty Pike. Only mow the recently mowed open space south of 222 Old Liberty Pike. Mow on both sides of the creek.
- 11.5.5. C Jobsite no. 10 (Nissan walking trail) runs approximately parallel to and along the east side of Interstate 65, north of McEwen Drive. See Appendix No. 1.
- 11.6. Insurance requirements:
- 11.6.1. 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:

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-017

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder' as Additional Insured with copy of Additional Insured blanket 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

\*Certificate Holder shall be listed as follows:

City of Franklin  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064

**11.6.2.**   C  

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

**11.6.3.**   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.

**11.6.4.**   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.



# JP yard

*Taking the Labor Out of Your Lawn*

29 January 2016

Subj: VENDOR EXCEPTIONS FOR SOLICITATION NO 2016-017

JP yard LLC will provide all necessary work to fulfill the requirements identified in subject solicitation.

JP yard LLC takes NO exceptions.

The point of contact for this submission is Jason Pollard, Owner JP yard LLC. He can be reached at 615.804. 4712 or via email at [jason@jpyard.com](mailto:jason@jpyard.com).

Respectfully,

Jason Pollard,  
Owner  
JP yard LLC



[www.jpyard.com](http://www.jpyard.com)

3992 Kelley Farris Road  
Columbia, TN 38401

615.241.0730



# JP yard

*Taking the Labor Out of Your Lawn*

29 January 2016

Subj: JP YARD LLC REFERENCES FOR SOLICITATION NO 2016-017

JP yard LLC offers the following references as requested by paragraph number thirteen within the 'Instructions for Bidders':

1. Client Name: Butterfly Meadows Inn and Farm  
Client Address: 6775 Bethesda Arno Road  
Thompson' Station TN 37179  
Work Description: Lawn Care and Landscaping  
Contact: Darlene Bobo / Owner  
Phone: (615) 671-4594
  
2. Client Name: Spring Meadows Church of Christ  
Client Address: 2985 Duplex Road  
Spring Hill TN 37174  
Work Description: Lawn Care and Landscaping  
Contact: Robert Brent / Outdoor Deacon  
Phone: (615) 294-1453
  
3. Client Name: St. Ignatius Orthodox Church  
Client Address: 3535 St. Ignatius Lane  
Franklin TN 37064  
Work Description: Lawn Care and Landscaping  
Contact: David Oxley / President  
Phone: (931) 224-0415
  
4. Client Name: City of Franklin  
Client Address: 718 Boyd Mill Ave  
Franklin, TN  
Work Description: Lawn Care and Landscaping  
Contact: Brian Walker / Parks Department  
Phone: (615) 794-2103

\*\*\*Reference #4, as directed in 'Instructions to Bidders', paragraph 13. JP yard LLC provided lawn care services for the City of Franklin in 2015.\*\*\*



[www.jpyard.com](http://www.jpyard.com)

3992 Kelley Farris Road  
Columbia, TN 38401

615.241.0730



# 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, Jason Pollard, 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)

JP yard LLC  
(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 of 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.

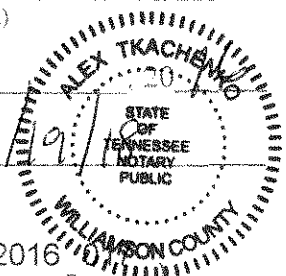
Jason Pollard  
(signature of Affiant)

Owner / JP yard LLC  
(title of Affiant)

Sworn and subscribed to before me this 4<sup>th</sup> day of February

[Signature]  
(Notary Public)

My Commission Expires: 9/9/18



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

State of Tennessee )  
County of Williamson ) SS

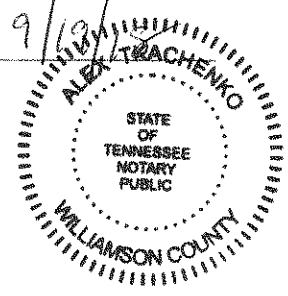
Affiant, Jason Pollard )  
(printed name of person signing Affidavit)

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

Jason Pollard ) Owner / JP yard LLC  
(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this 4<sup>th</sup> day of February, 2016  
[Signature] ) My Commission Expires: 9/19/17  
(Notary Public)



# Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

## City of Franklin, Tennessee

State of Tennessee )

County of Williamson ) SS

Affiant, Jason Pollard, 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)

JP yard LLC  
(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.

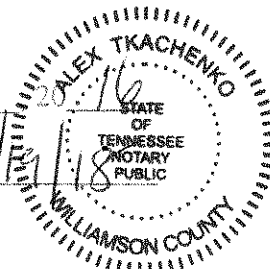
Jason R Pollard  
(signature of Affiant)

Owner / JP yard LLC  
(title of Affiant)

Sworn and subscribed to before me this 4<sup>th</sup> day of February

[Signature]  
(Notary Public)

My Commission Expires: 9/21/18



**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2016-0049)

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**Attachment No. 2**

**CITY'S TERMS**

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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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\_017

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: [purchasing@franklintn.gov](mailto:purchasing@franklintn.gov)

In the case of Vendor:

JP yard LLC

Jason Pollard - Owner

3992 Kelley Farris Rd

Columbia, TN 38401

jason@jpyard.com

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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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

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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 30<sup>th</sup> 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

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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. 2016-0049)

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## Attachment No. 3

### CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/2/2016	International Insurance Brokerage, LLC 504 Autumn Springs Ct. # A-9 Franklin TN 37067	CL163200924	City of Franklin	Commercial General Liability	8/19/2016
				Automobile Liability	8/19/2016
				Workers Compensation and Employers' Liability	8/19/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/2/2016

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).

<b>PRODUCER</b> International Insurance Brokerage, LLC 504 Autumn Springs Ct. # A-9  Franklin TN 37067		<b>CONTACT NAME:</b> Donna Veach <b>PHONE (A/C. No. Ext):</b> (615) 778-7667 <b>E-MAIL ADDRESS:</b> dveachib@comcast.net <b>FAX (A/C. No):</b> (615) 778-9615	
<b>INSURED</b> Jp Yard LLC 3992 Kelly Faris Rd  Columbia TN 38401		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Owners Insurance Company <b>INSURER B:</b> Auto-Owners Insurance Co <b>INSURER C:</b> MARKEL INSURANCE COMPANY <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 32700 18988	

**COVERAGES**

CERTIFICATE NUMBER: CL163200924

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	<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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		03234315	8/19/2015	8/19/2016	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 Premises/Operations \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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			5045528400	8/19/2015	8/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist property \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC016476601	8/19/2015	8/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Certificate Holder is an Additional Insured per the Business Liability Coverage.

**CERTIFICATE HOLDER**

City of Franklin  
 Purchasing Office City Hall  
 109 3rd Ave South, Ste 107  
 Franklin, TN 37064

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Tim Kearns/MELISS

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**COMMERCIAL GENERAL LIABILITY  
55205 (12-04)**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### SCHEDULE

**Name of Person or Organization (Additional Insured):**

THIS CITY OF FRANKLIN  
TASK EASY  
A ANTHONY CORPORATION  
BUTTERFLY MEADOWS INN  
DALAMAR HOMES LLC

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

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

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

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

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

policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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

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

INSURANCE COMPANY  
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

**TAILORED PROTECTION POLICY DECLARATIONS**

AGENCY INTERNATIONAL INSURANCE BROKERAGE LLC  
19-0427-00 MKT TERR 044 615-778-7667

New Business Effective 08-19-2015

**POLICY NUMBER 154619-03234315-15**

INSURED JP YARD LLC  
C/O JASON POLLARD

Company Bill	<b>Policy Term</b>	
	12:01 a.m. 08-19-2015	12:01 a.m. 08-19-2016

ADDRESS 1013 ACHIEVER CIR  
SPRING HILL TN 37174-6586

55039 (11-87)

**COMMON POLICY INFORMATION**

**Business Description:** Lawn Maintenance

**Entity:** Limited Liab Corp

**Program:** Premier Subcontractors

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	<b>PREMIUM</b>
COMMERCIAL GENERAL LIABILITY COVERAGE	\$908.00
COMMERCIAL INLAND MARINE COVERAGE	\$606.00
<b>TOTAL</b>	<b>\$1,514.00</b>
<b>PAID IN FULL DISCOUNT</b>	<b>\$113.00</b>
<b>TOTAL POLICY PREMIUM IF PAID IN FULL</b>	<b>\$1,401.00</b>
<b>THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.</b>	
The Paid in Full Discount does not apply to fixed fees, statutory charges or minimum premiums.	
The Paid in Full Discount is based on favorable loss experience for the collective group of policyholders who choose to pay their premiums in full directly to the Company.	

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):  
IL0017 (11-85) 55003 (07-12) 59390 (01-15)

A 08% Cumulative Multi-Policy Discount applies. Supporting policies are marked with an (X):  
Comm Umb() Comm Auto(X) WC() Life() Personal() Farm().

A merit rating plan factor of 1.00 applies.

Countersigned By: COMPANY ISSUED

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2016-0049)

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**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, Jason R. Pollard 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)  
JP yard LLC  
(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.

Jason R Pollard  
(signature of person whose printed name appears above)

Owner  
(title of person whose printed name appears above)