

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Sessions Paving Company (“CONTRACTOR”), who mutually agree as follows:

1. CITY issued (a) on August 1, 2019 Purchasing Office Solicitation No. 2020-003, a procurement solicitation for bids for the Hillsboro Road Driveway Paving Project, which includes the removal and repaving of 14 asphalt driveway approaches along Hillsboro Road between Del Rio Pike and Mack Hatcher Parkway (“SOLICITATION”).
2. In response to CITY’s SOLICITATION, CONTRACTOR submitted a bid dated August 22, 2019 (“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. CONTRACTOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with CONTRACTOR’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. CONTRACTOR has, subsequent to SUBMITTAL, 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 meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by CONTRACTOR and the acceptance by CITY of all of the products and/or services ordered from CONTRACTOR, pursuant to this AGREEMENT, then CONTRACTOR 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 either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by CONTRACTOR and the acceptance by CITY of all of the products and/or services ordered from CONTRACTOR, pursuant to this AGREEMENT, then CONTRACTOR 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. CONTRACTOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

8. CONTRACTOR agrees to provide, before CITY issues its order and/or authorization to proceed, to each owner of the several properties for which driveway improvements are specified within SOLICITATION and for which construction work takes place outside of existing rights-of-way or public easements, one or more certificates of insurance, with the property owner listed as certificate holder, providing evidence of the same minimum types and limits of unexpired insurance coverage as required by CITY.
9. CONTRACTOR may not subcontract any service component of the award except as is indicated in SUBMITTAL. CONTRACTOR must perform at least 20% of contracted work value.
10. CONTRACTOR included in SUBMITTAL CITY's Indemnification Agreement, executed for CONTRACTOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on September 10, 2019 to CONTRACTOR the purchase of the Hillsboro Road Driveway Paving Project pursuant to SOLICITATION and SUBMITTAL.
12. Products shall be delivered and services shall be rendered to the satisfaction of CITY by one (1) month after receipt of order and/or authorization to proceed unless a later delivery / rendering has been authorized in writing by CITY. Failure by CONTRACTOR to meet the delivery / rendering schedule shall constitute grounds for CITY to cancel order and/or consider CONTRACTOR to be in breach of contract.
13. 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) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For CONTRACTOR: *Sessions Paving Company* For CITY:

Robert N. Hutchinson

(signature of CONTRACTOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: *President*

TITLE: City Administrator

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0104)

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.: 2020-003

Bidder's name, street address, and mailing address (if different):	Sessions Paving Company 6535 Robertson Avenue Nashville, TN 37209
Bidder's contact person's name (printed), title, telephone number and e-mail address:	Davis Duncan ESTIMATOR (615) 974-5844 dduncan@sessionspaving.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.
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) 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: _____
If the bid is for a construction project and if the amount of the bid price is \$25,000 or more, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No.
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank 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.: 2020-003

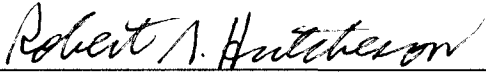

Bidder's name:	<u>Sessions Paving Company</u>
Are the following components included with this Bid Submittal Form in the bid submittal? <ul style="list-style-type: none"> • City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; • Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; • Contact information for required references (see Instructions for Bidders); • City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; • Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; • If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and • If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full. 	<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: <small>(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.)</small>	<input type="checkbox"/> Addendum No. 1. <input type="checkbox"/> Addenda Nos. 1 through _____. <input checked="" type="checkbox"/> No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	<div style="text-align: center;">  _____ (signature) <i>President</i> </div>
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. 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.	<div style="text-align: center;">  _____ (signature) <i>President</i> </div>
Title of bidder's authorized representative:	<u>President</u>
Date of signatures:	<u>8/22/2019</u>

EXHIBIT A - BID FORM
PROJECT QUANTITIES

FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (\$)	EXT. AMOUNT (\$)
1	P1	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00
	P2	SAW CUTTING ASPHALT PAVEMENT	L.F.	300	\$6.00	\$1,800.00
	P3	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1,766	\$33.00	\$58,278.00
2	P4	ROAD & DRAINAGE EXCAVATION (UNDERCUTTING)	C.Y.	65	\$78.00	\$5,070.00
3	P5	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	200	\$73.00	\$14,600.00
4,5	P6	ACS MIX GRADING E (OR APPROVED DRIVEWAY EQUIVALENT)	C.Y.	100	\$675.00	\$67,500.00

TOTAL BID PRICE (IN WORDS):

One hundred and Seventy-Two Thousand, Two hundred forty-eight dollars and zero cents

TOTAL BID PRICE (\$):

\$ 172,248.00

FOOTNOTES

1. ITEM INCLUDES ALL COSTS NECESSARY TO REMOVE, RELOCATE, AND REPLACE ALL TRAFFIC CONTROL RELATED ITEMS THROUGHOUT ALL PHASES OF CONSTRUCTION. INCLUDES ANY REQUIRED FLAGGING OPERATIONS. ESTIMATED 40 CHANNELIZING DEVICES (DRUMS OR CONES), IF LANE CLOSURES ARE REQUIRED.

2. REQUIRED FOR 801 HILLSBORO ROAD AS SHOWN ON PLANS. CONTRACTOR TO UTILIZE MINERAL AGGREGATE (SURGE STONE) OR OTHER BACKFILL MATERIAL APPROVED BY THE ENGINEER. ESTIMATED DEPTH @ 2.0 FEET. INCLUDES 25 CUBIC YARDS OF CONTINGENCY QUANTITIES. UNIT PRICE INCLUDES EXCAVATION, HAUL-OFF, AND MINERAL AGGREGATE (SURGE STONE) BACKFILL.

3. CONTINGENCY LINE ITEM QUANTITIES (TO BE USED IF NECESSARY AND APPROVED BY ENGINEER): INCLUDES 2.0 INCHES OF MINERAL AGGREGATE / BASE STONE MATERIAL PER DRIVEWAY. TYPICAL FINAL DEPTH OF DRIVEWAY SECTION @ 6.0 INCHES, UTILIZING 4.0 INCHES OF EXISTING IN-SITU BASE STONE AND / OR CONTINGENCY BASE STONE.

4. APPROXIMATELY 182 TONS, DEPENDENT UPON APPROVED ASPHALT DENSITY, @ UP TO 2.0 INCHES COMPACTED DEPTH.

5. INCLUDES ASPHALT CURB (TO BE RE-INSTALLED) AT 815 HILLSBORO ROAD ACROSS DRIVEWAY AT REBEL CIRCLE JOINT. MATCH EXISTING CURB SIZE.

Bidder's name:

Sessions Paving Company
by Robert A. Hutchinson

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

Hillsboro Road Driveway Paving Project
Purchasing Office Solicitation No.: 2020-003
2. Notice to Bidders publication date: **August 1, 2019**
3. Solicitation release date: **August 1, 2019**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **August 15, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **August 22, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **September 6, 2019**
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: **September 24, 2019**
8. Target date of issuance by City of order and/or authorization to proceed: **October 1-15, 2019 (subject to change without notice)**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a bidder to furnish all labor, materials and means necessary to supply and deliver the products and render the services all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
 - a. 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 of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

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

11. General terms and conditions:

- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
- b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, 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 expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder 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 pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from last date of delivery and completion or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder 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

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

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 bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor. Bidder must perform at least 20% of contracted work value.
- g. Safe work area: The bidder awarded the purchase 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 the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages: The bidder awarded the purchase 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 at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions: By submitting its bid, the bidder 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's 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 bidder 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 bidder 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 bidder's representation that materials supplied by the bidder 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, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

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

12. Detailed specifications: Please note:

- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- 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 by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

12.1. C Description of project: The Hillsboro Road Driveway Paving Project, COF Contract No. 2019-0104, includes the removal and repaving of 14 asphalt driveway approaches along Hillsboro Road, between Del Rio Pike and Mack Hatcher Parkway.

12.2. C Bid pricing shall include the bidder awarded the purchase furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.

12.3. C Jobsite is at the following location: Along Hillsboro Road, between 613 Hillsboro Road and 920 Hillsboro Road.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

- 12.4. C Project shall be completed in accordance with the plan set included as Exhibit B – supplement to Specifications and entitled “City of Franklin, TN Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104.”
- 12.5. C A City of Franklin permit is not required of the bidder awarded the purchase.
- 12.6. C Plans stamped by a professional engineer are not required of the bidder and are not required of the bidder awarded the purchase.
- 12.7. C The bidder is responsible for making all measurements required to prepare a bid.
- 12.8. Schedule of delivery of material and rendering of services:
- 12.8.1. C Material may not be delivered and services may not be rendered until after receipt of order and/or authorization to proceed issued by the City. City will not place order and/or issue authorization to proceed until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award.
- 12.8.2. C Products shall be delivered and/or services shall be rendered to the satisfaction of City by one (1) month after receipt of order and/or authorization to proceed unless a later delivery / rendering has been authorized in writing by City.
- 12.8.3. C Failure by bidder awarded the purchase to meet the delivery / rendering schedule shall constitute grounds for City to cancel order and/or consider bidder awarded the purchase to be in breach of contract.
- 12.8.4. C Deliveries shall be made and services shall be rendered at the jobsite only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday except holidays observed by the City.
- 12.9. C Bidder specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 12.10. C Bidder awarded the purchase is responsible for having all underground utilities and irrigation located at and in the immediate vicinity of the project-specific driveway locations.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

- 12.11. Warranties and guarantees:
- 12.11.1. C Bid pricing shall include bidder's standard warranty, to be for a minimum of one (1) year, for all completed services, installed products, equipment, and accessories.
- 12.11.2. C Bidder warrants and guarantees to the City that the project will be completed in accordance with the contract documents and will not be defective. Bidder's warranty and guarantee hereunder excludes defects or damage caused by:
- 12.11.2.1. abuse, modification, or improper maintenance or operation by persons other than bidder awarded the purchase, subcontractors, suppliers, or any other individual or entity for whom bidder awarded the purchase is responsible; or
- 12.11.2.2. normal wear and tear under normal usage.
- 12.11.3. C The obligation of the bidder awarded the purchase to perform and complete the project in accordance with the contract documents shall be absolute. None of the following will constitute either an acceptance of work that is not in accordance with the contract documents or a release of obligation of the bidder awarded the purchase to perform the work and complete the project in accordance with the contract documents:
- 12.11.3.1. observations by representatives of the City;
- 12.11.3.2. recommendation by representatives of the City or payment by the City of any progress or final payment;
- 12.11.3.3. the issuance of a certificate of substantial completion by the City or any payment related thereto by the City;
- 12.11.3.4. use or occupancy of the project or any part thereof by the City;
- 12.11.3.5. any acceptance by the City or any failure to do so;
- 12.11.3.6. any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by the City;
- 12.11.3.7. any inspection, test, or approval by others; or
- 12.11.3.8. any correction of defective work by the City.
- 12.11.4. C Bid pricing shall include bidder's standard guarantee of workmanship, to be for a minimum of one (1) year, for all completed services, installed products, equipment, and accessories.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

- 12.12.** C Insurance requirements:
- 12.12.1.** Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	<ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate • Coverage shall be Primary and Non-Contributory • Waiver of Subrogation shall apply 	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	<ul style="list-style-type: none"> • Statutory Limits • Waiver of Subrogation shall apply 	Certificate Holder ¹ only
Employers Liability ²	<ul style="list-style-type: none"> • \$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 ¹ only

- 12.12.2.** C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply and delivery by the bidder awarded the purchase and the acceptance by the City of all of the products and/or services ordered from the bidder awarded the purchase, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:
 City of Franklin
 109 3rd Ave. South
 Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

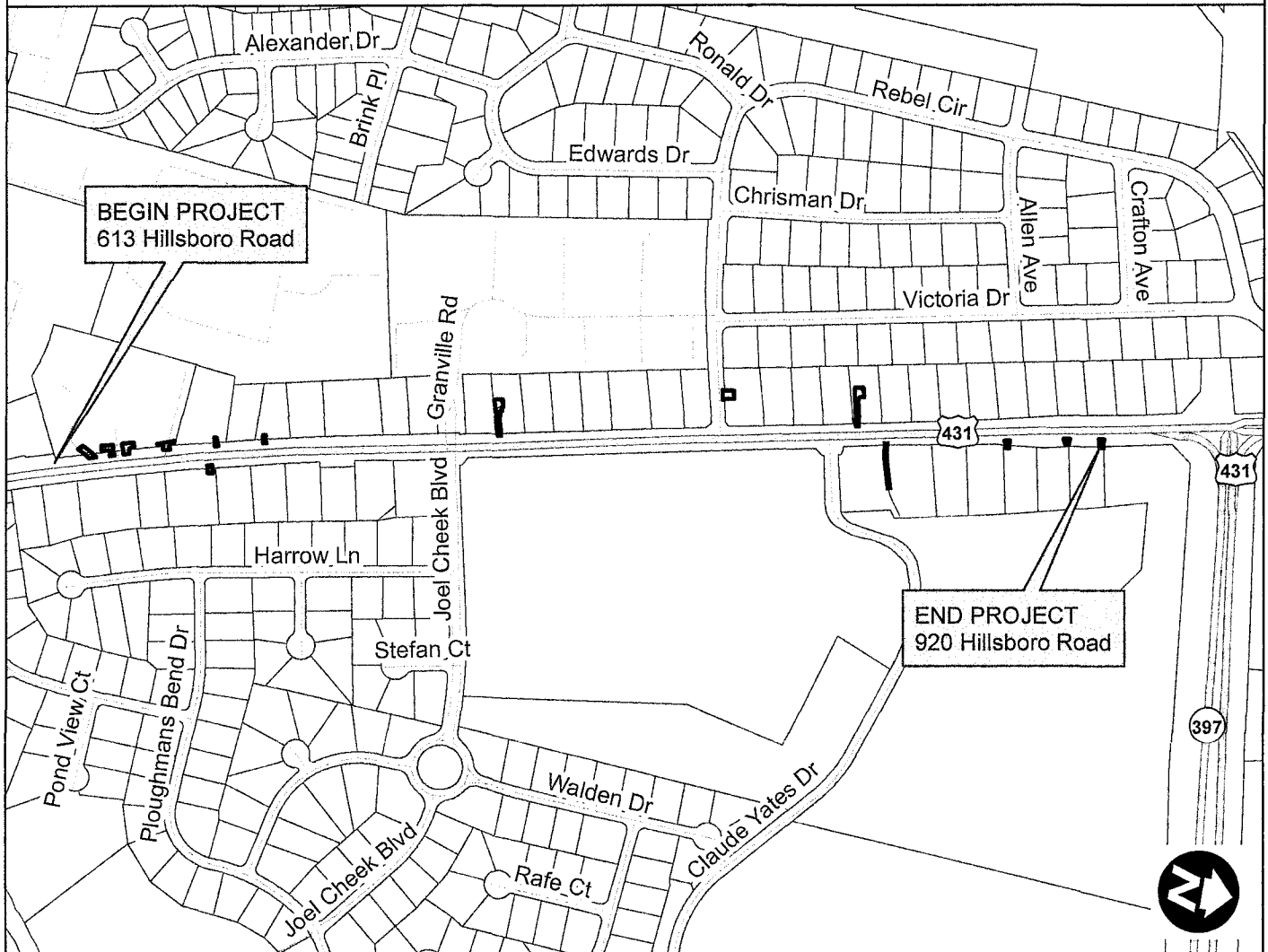
Purchasing Office Solicitation No.: 2020-003

- 12.12.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply and delivery by the bidder awarded the purchase and the acceptance by the City of all of the products and/or services ordered from the bidder awarded the purchase, pursuant to this procurement solicitation, then the bidder awarded the purchase 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, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.
- 12.12.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.
- 12.12.5. C The bidder awarded the purchase shall agree to provide, before the City issues its order and/or authorization to proceed, to each owner of the several properties for which driveway improvements are specified herein and for which construction work takes place outside of existing rights-of-way or public easements, one or more certificates of insurance, with the property owner listed as certificate holder, providing evidence of the same minimum types and limits of unexpired insurance coverage as required by the City.

Exhibit B - supplement to Specifications

DATE APRIL 2019 SHEET NO. 1

City of Franklin, TN Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104



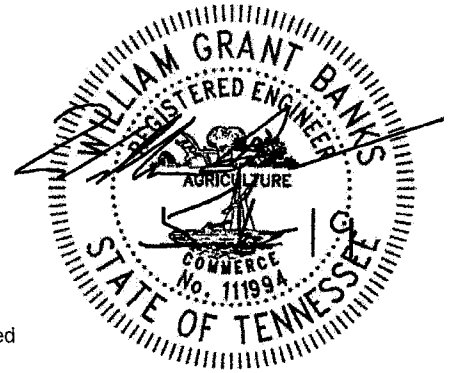
HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

INDEX OF SHEETS

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Project required to be constructed per all adopted
City of Franklin standards and specifications.



GRADING

(1) ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

(2) THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIAL EITHER ON OR OFF STATE-OWNED R.O.W. IN A REGULATORY FLOOD WAY AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITHOUT APPROVAL BY FEMA. ALL MATERIAL SHALL BE DISPOSED OF IN UPLAND (NON-WETLAND) AREAS AND ABOVE ORDINARY HIGH WATER OF ANY ADJACENT WATERCOURSE. THIS DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER LICENSES OR PERMITS THAT MAY BE REQUIRED BY ANY OTHER FEDERAL, STATE OR LOCAL AGENCY.

MISCELLANEOUS

(1) NOTHING IN THE GENERAL NOTES SHALL RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA.

CLEANUP

(1) THE CONTRACTOR WILL BE REQUIRED TO REMOVE ALL GARBAGE AND CONSTRUCTION DEBRIS FROM PROJECT. THE COST FOR THIS WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

RESURFACING

(1) WHERE DIRECTED BY THE CITY ENGINEER, THE CONTRACTOR SHALL BE REQUIRED TO SHAPE BUSINESS ENTRANCES AND PRIVATE DRIVES, AS WELL AS CLEANING OF EXISTING DRAINS BEFORE PLACING MATERIALS. ALL COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

(2) ON URBAN TYPICAL SECTIONS, (CURB AND GUTTER), RESIDENTIAL DRIVEWAYS AND BUSINESS ENTRANCES SHALL HAVE A MINIMUM WIDTH OF MATERIAL NOT LESS THAN ONE FOOT USED IN THE TRANSITION TO FEATHER THE PAVEMENT EDGE.

(3) PRIVATE DRIVEWAYS AND BUSINESS ENTRANCES WILL BE RESURFACED A PAVER WIDTH (LANE WIDTH) AS A MINIMUM. A PAVEMENT TAPER TO TRANSITION THE NEW PAVEMENT SHALL BE REQUIRED, IT SHALL BE BASED ON AN ADDITIONAL ONE FOOT OF WIDTH PER ONE INCH DEPTH OF PAVEMENT. IF THE SHOULDER IS NARROW ENOUGH THAT THE SUM OF THE SHOULDER AND THE TRANSITION ARE LESS THAN A PAVER WIDTH, THE TRANSITION SHALL OCCUR WITHIN THE PAVER WIDTH. IF THE SUM OF THE SHOULDER AND THE TRANSITION IS GREATER THAN A PAVER WIDTH (LANE WIDTH), THE TRANSITION SHALL OCCUR OUTSIDE OF THE PAVER WIDTH.

(4) IN ALL CASES, THE LENGTH OF THE PAVEMENT TRANSITION, THE THICKNESS AND WIDTH OF THE RESURFACING AND ANY ADDITIONAL PAVEMENT MATERIALS SHALL BE AS DIRECTED BY THE CITY ENGINEER.

GRADED SOLID ROCK

(1) THE ROCK FILL (GRADED SOLID ROCK) MATERIAL SHALL CONSIST OF SOUND, NON-DEGRADABLE LIMESTONE OR SANDSTONE WITH A MAXIMUM SIZE OF 1'-0". AT LEAST 50% (BY WEIGHT) OF THE ROCK SHALL BE UNIFORMLY DISTRIBUTED BETWEEN 1'-0" AND 0'-2" IN DIAMETER, AND NO GREATER THAN 10% (BY WEIGHT) SHALL BE LESS THAN 2" IN DIAMETER. THE MATERIAL SHALL BE ROUGHLY EQUIDIMENSIONAL; THIN, SLABBY MATERIALS WILL NOT BE ACCEPTED. THE CONTRACTOR SHALL BE REQUIRED TO PROCESS THE MATERIAL WITH AN ACCEPTABLE MECHANICAL MEANS (A SCREENING PROCESS CAPABLE OF PRODUCING THE REQUIRED GRADATION). THE ROCK SHALL BE APPROVED BY THE CITY ENGINEER.

EROSION PREVENTION AND SEDIMENT CONTROL

(1) EPSC MEASURES SHALL BE INSTALLED AND FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS, AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD EXCEPT AS SUCH WORK MAY BE NECESSARY TO INSTALL EPSC MEASURES.

(2) TEMPORARY EPSC MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY, BUT MUST BE REINSTALLED AT THE END OF THE WORKDAY OR BEFORE/DURING A PRECIPITATION EVENT.

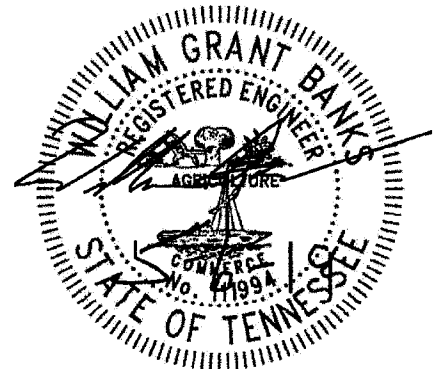
(3) THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT THE OFFSITE MIGRATION OR DEPOSIT OF SEDIMENT OFF THE PROJECT LIMITS (E.G. R.O.W., EASEMENTS, ETC.), INTO WATERS OF THE STATE/U.S., OR ONTO ROADWAYS USED BY THE GENERAL PUBLIC. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFFSITE ACCUMULATIONS OF SEDIMENT THAT HAVE NOT REACHED A STREAM MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS (E.G., FUGITIVE SEDIMENT THAT HAS ESCAPED THE CONSTRUCTION SITE AND HAS COLLECTED IN A STREET MUST BE REMOVED SO THAT IT IS NOT SUBSEQUENTLY WASHED INTO STORM SEWERS AND STREAMS BY THE NEXT RAIN AND/OR SO THAT IT DOES NOT POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS). ARRANGEMENTS CONCERNING REMOVAL OF SEDIMENT ON ADJOINING PROPERTY MUST BE NEGOTIATED WITH THE ADJOINING PROPERTY OWNER BEFORE REMOVAL OF SEDIMENT.



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(4) THE DEWATERING OF WORK AREAS, TRENCHES, FOUNDATIONS, EXCAVATIONS, ETC. THAT HAVE COLLECTED STORMWATER, WATER FROM VEHICLE WASH AREAS, OR GROUNDWATER SHALL BE EITHER HELD IN SETTLING BASINS OR TREATED BY FILTRATION AND/OR CHEMICAL TREATMENT PRIOR TO ITS DISCHARGE. ALL PHYSICAL AND/OR CHEMICAL TREATMENT WILL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S GUIDELINES AND FULLY DESCRIBED IN THE EPSC PLANS. WATER DISCHARGED SHALL NOT CAUSE AN OBJECTIONABLE COLOR CONTRAST WITHIN THE RECEIVING NATURAL RESOURCE. WATER MUST BE HELD IN SETTLING BASINS UNTIL AT LEAST AS CLEAR AS THE RECEIVING WATERS. SETTLING BASINS SHALL NOT BE LOCATED CLOSER THAN 20 FEET FROM THE TOP BANK OF A STREAM. SETTLING BASINS AND SEDIMENT TRAPS SHALL BE PROPERLY DESIGNED ACCORDING TO THE SIZE OF THE DRAINAGE AREAS OR VOLUME OF WATER TO BE TREATED. TREATED WATER MUST BE DISCHARGED THROUGH A PIPE OR WELL- VEGETATED OR LINED CHANNEL, SO THAT THE DISCHARGE DOES NOT CAUSE EROSION OR SEDIMENT TRANSPORT. DISCHARGES FROM BASINS AND IMPOUNDMENTS SHALL UTILIZE OUTLET STRUCTURES THAT ONLY WITHDRAW WATER FROM NEAR THE SURFACE OF THE BASIN OR IMPOUNDMENT. DISCHARGES MUST NOT CAUSE AN OBJECTIONABLE COLOR CONTRAST WITH THE RECEIVING STREAM.

GOOD HOUSEKEEPING MEASURES & WASTE DISPOSAL

(46) THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER AND CONSTRUCTION WASTES FROM ENTERING WATERS OF THE STATE/U.S. THESE MATERIALS SHALL BE REMOVED FROM STORMWATER EXPOSURE PRIOR TO ANTICIPATED STORM EVENTS OR BEFORE BEING CARRIED OFFSITE BY WIND, OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORMWATER DISCHARGES. AFTER USE, MATERIALS USED FOR EPSC SHALL BE REMOVED FROM THE SITE.

(47) THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS OF THE STATE/U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES, INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION. APPROPRIATE CONTAINMENT MEASURES FOR THESE AREAS SHALL BE USED.

(54) ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN A MANNER WHICH IS COMPLIANT WITH LOCAL OR STATE REGULATIONS. SITE PERSONNEL SHALL BE INSTRUCTED IN THESE PRACTICES, AND THE INDIVIDUAL DESIGNATED AS THE CONTRACTOR'S RESPONSIBLE PARTY SHALL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS TO DISPOSE OF HAZARDOUS MATERIAL.

(57) WASTE MATERIAL (EARTH, ROCK, ASPHALT, CONCRETE, ETC.) NOT REQUIRED FOR THE CONSTRUCTION OF THE PROJECT WILL BE DISPOSED OF BY THE CONTRACTOR. IMPACTS TO WATERS OF THE STATE/U.S. SHALL BE AVOIDED IF POSSIBLE. IF UNAVOIDABLE, THE CONTRACTOR WILL OBTAIN ANY AND ALL NECESSARY PERMITS INCLUDING, BUT NOT LIMITED TO NPDES, AQUATIC RESOURCES ALTERATION PERMIT(S), CORPS OF ENGINEERS SECTION 404 PERMITS, AND TVA SECTION 26A PERMITS TO DISPOSE OF WASTE MATERIALS. SUPPORT ACTIVITIES

(58) MATERIALS AND STAGING AREAS SHALL NOT AFFECT ANY WATERS OF THE STATE/U.S. UNLESS THESE AREAS ARE SPECIFICALLY COVERED BY ENVIRONMENTAL PERMITS, OBTAINED SOLELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REVIEW ALL EXISTING PERMITS TO ENSURE THAT WORK AT PERMITTED SITES DOES NOT EXCEED EXPIRATION DATES. IF WORK IS GOING TO BE CONTINUED AFTER EXPIRATION DATES, THE CONTRACTOR SHALL CONTACT THE TDOT PROJECT RESPONSIBLE PARTY TO COMMENCE PERMIT RENEWAL PROCESS.

(59) IF OFFSITE BORROW AND WASTE AREAS BECOME NECESSARY DURING THE LIFE OF THE PROJECT, THIS SUPPORT ACTIVITY SHALL BE ADDRESSED PER THE TDOT WASTE AND BORROW MANUAL.

(61) IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY EPSC PLANS FOR THE MATERIAL AND STAGING AREAS TO THE CITY ENGINEER FOR REVIEW.

(62) ALL ONSITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE AND SPILLS.

(63) FOR ALL HAZARDOUS MATERIALS STORED ONSITE, THE MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEAN UP SHALL BE CLEARLY POSTED. SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES AND THE LOCATIONS OF THE INFORMATION AND CLEANUP SUPPLIES.

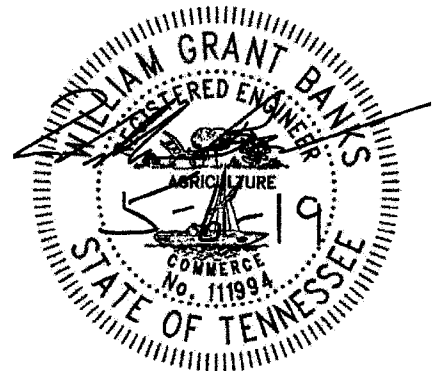
(64) APPROPRIATE CLEANUP MATERIALS AND EQUIPMENT SHALL BE MAINTAINED BY THE CONTRACTOR IN THE MATERIALS STORAGE AREA ONSITE AND UNDER COVER. SPILL RESPONSE EQUIPMENT SHALL BE INSPECTED AND MAINTAINED BY THE CONTRACTOR AS NECESSARY TO REPLACE ANY MATERIALS USED IN SPILL RESPONSE ACTIVITIES.



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(65) ALL SPILLS SHALL BE CLEANED IMMEDIATELY AFTER DISCOVERY AND THE MATERIALS DISPOSED OF PROPERLY. THE SPILL AREA SHALL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

(66) THE CONTRACTOR'S RESPONSIBLE PARTY SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE SITE SUPERINTENDENT HAS HAD APPROPRIATE TRAINING FOR HAZARDOUS MATERIALS HANDLING, SPILL MANAGEMENT, AND CLEANUP.

(67) IF AN OIL SHEEN IS OBSERVED ON SURFACE WATER (E.G. SETTLING PONDS, DETENTION PONDS, SWALES), ACTION SHALL BE TAKEN IMMEDIATELY TO REMOVE THE MATERIAL CAUSING THE SHEEN. THE CONTRACTOR SHALL USE APPROPRIATE MATERIALS TO CONTAIN AND ABSORB THE SPILL. THE SOURCE OF THE OIL SHEEN WILL ALSO BE IDENTIFIED AND REMOVED OR REPAIRED AS NECESSARY TO PREVENT FURTHER RELEASES.

(69) IF A SPILL OCCURS THE CONTRACTOR'S RESPONSIBLE PARTY SHALL BE RESPONSIBLE FOR COMPLETING THE SPILL REPORTING FORM AND FOR REPORTING THE SPILL TO THE CITY PROJECT RESPONSIBLE PARTY. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURES SHALL BE TAKEN IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR.

(70) WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTABLE QUANTITY ESTABLISHED UNDER EITHER 40 CFR 117 OR 40 CFR 302 OCCURS DURING A 24 HOUR PERIOD, SEE THE LATEST TENNESSEE GENERAL PERMIT NO. TNR100000 STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES SECTION 5.1 FOR REPORTING REQUIREMENTS.

CONSTRUCTION WORK ZONE & TRAFFIC CONTROL

(1) ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-EIGHT (48) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED, IF THE SIGN FACE IS FULLY COVERED.

(2) IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN OTHER LINE ITEMS.

(3) A LONG TERM BUT SPORADIC USE WARNING SIGN, SUCH AS A FLAGGER SIGN, MAY REMAIN IN PLACE WHEN NOT REQUIRED PROVIDED THE SIGN FACE IS FULLY COVERED.

(4) TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.

(5) USE OF BARRICADES, PORTABLE BARRIER RAILS, AND DRUMS SHALL BE LIMITED TO THE IMMEDIATE AREAS OF CONSTRUCTION WHERE A HAZARD IS PRESENT. THESE DEVICES SHALL NOT BE STORED ALONG THE ROADWAY WITHIN THIRTY (30) FEET OF THE EDGE OF THE TRAVELED WAY BEFORE OR AFTER USE UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL INCREASE TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. THESE DEVICES SHALL BE REMOVED FROM THE CONSTRUCTION WORK ZONE WHEN THE ENGINEER DETERMINES THEY ARE NO LONGER NEEDED. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.

(6) THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF AN OPEN TRAFFIC LANE AT ANY TIME UNLESS PROTECTED AS DESCRIBED ABOVE FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.

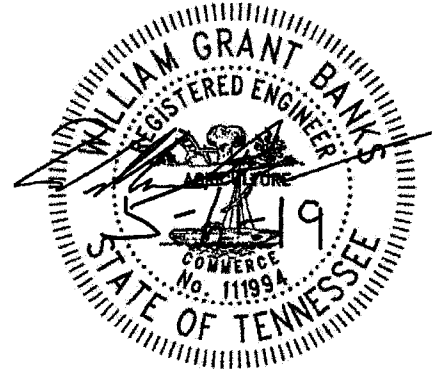
(7) ALL DETOUR AND CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



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ESTIMATED QUANTITIES

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FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.
1	P1	TRAFFIC CONTROL	LS	1
	P2	SAW CUTTING ASPHALT PAVEMENT	L.F.	300
	P3	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1766
2	P4	ROAD & DRAINAGE EXCAVATION (UNDERCUTTING)	C.Y.	65
3	P5	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	200
4,5	P6	ACS MIX GRADING E (OR APPROVED DRIVEWAY EQUIVALENT)	C.Y.	100

FOOTNOTES

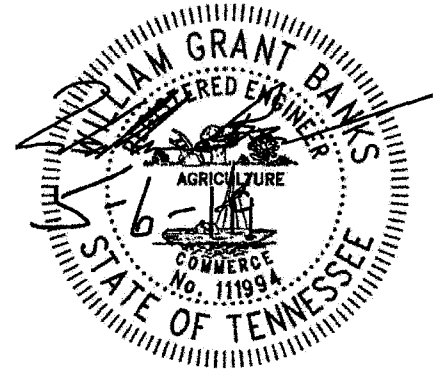
1. ITEM INCLUDES ALL COSTS NECESSARY TO REMOVE, RELOCATE, AND REPLACE ALL TRAFFIC CONTROL RELATED ITEMS THROUGHOUT ALL PHASES OF CONSTRUCTION. INCLUDES ANY REQUIRED FLAGGING OPERATIONS. ESTIMATED 40 CHANNELIZING DEVICES (DRUMS OR CONES), IF LANE CLOSURES ARE REQUIRED.
2. REQUIRED FOR 801 HILLSBORO ROAD AS SHOWN ON PLANS. CONTRACTOR TO UTILIZE MINERAL AGGREGATE (SURGE STONE) OR OTHER BACKFILL MATERIAL APPROVED BY THE ENGINEER. ESTIMATED DEPTH @ 2.0 FEET. INCLUDES 25 CUBIC YARDS OF CONTINGENCY QUANTITIES. UNIT PRICE INCLUDES EXCAVATION, HAUL-OFF, AND MINERAL AGGREGATE (SURGE STONE) BACKFILL.
3. CONTINGENCY LINE ITEM QUANTITIES (TO BE USED IF NECESSARY AND APPROVED BY ENGINEER): INCLUDES 2.0 INCHES OF MINERAL AGGREGATE / BASE STONE MATERIAL PER DRIVEWAY. TYPICAL FINAL DEPTH OF DRIVEWAY SECTION @ 6.0 INCHES, UTILIZING 4.0 INCHES OF EXISTING IN-SITU BASE STONE AND / OR CONTINGENCY BASE STONE.
4. APPROXIMATELY 182 TONS, DEPENDENT UPON APPROVED ASPHALT DENSITY, @ UP TO 2.0 INCHES COMPACTED DEPTH.
5. INCLUDES ASPHALT CURB (TO BE RE-INSTALLED) AT 815 HILLSBORO ROAD ACROSS DRIVEWAY AT REBEL CIRCLE JOINT. MATCH EXISTING CURB SIZE.



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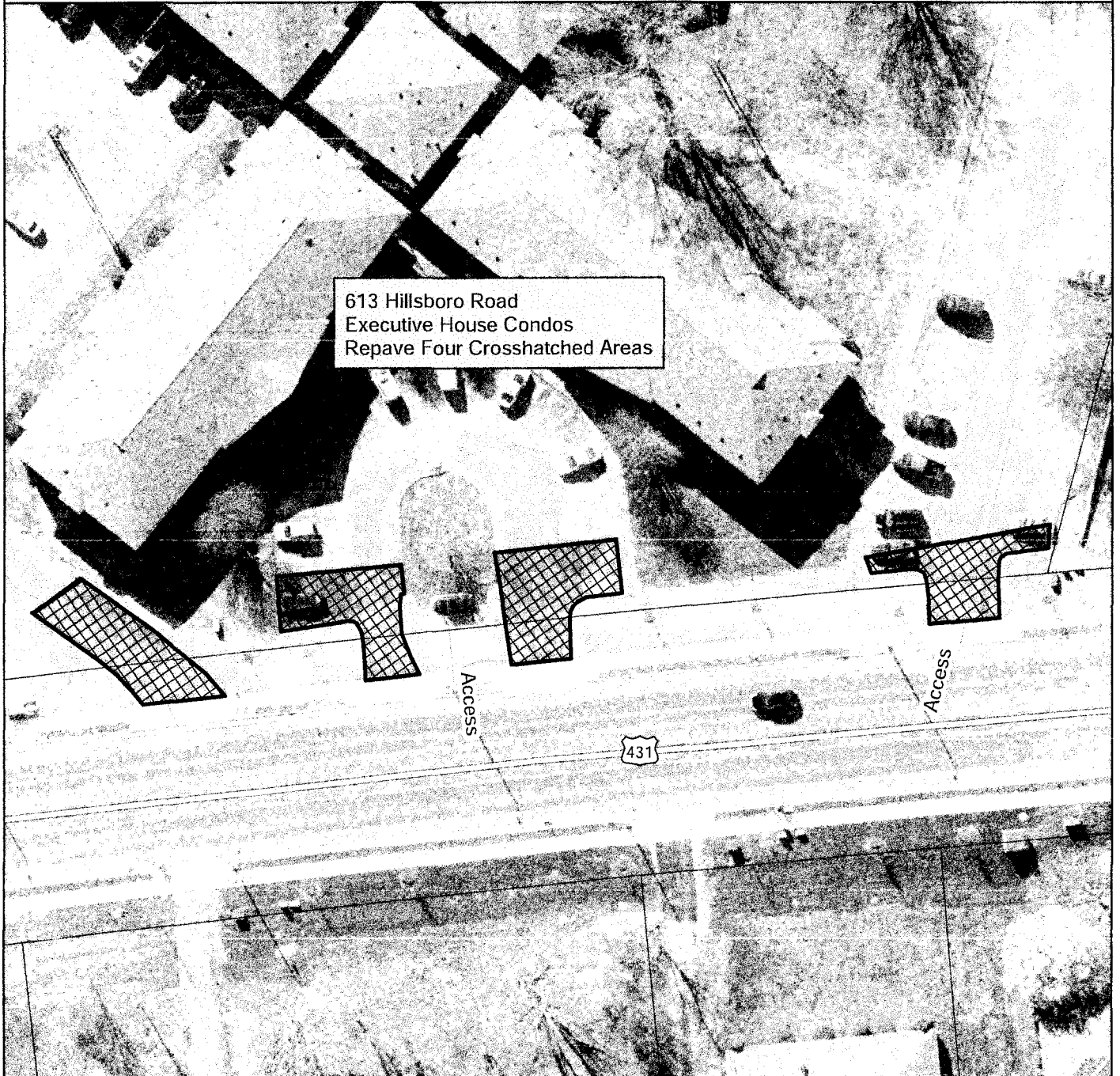
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DRIVEWAY PAVING AREAS

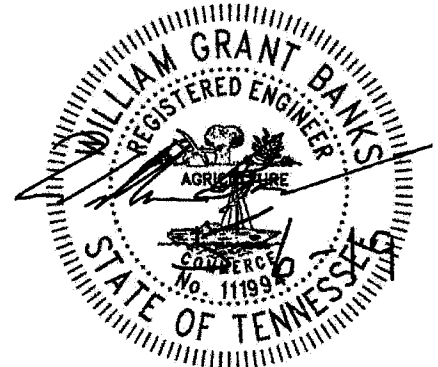
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SCALE 1" = 50'

DESIGNER: WGB



DRIVEWAY PAVING AREAS

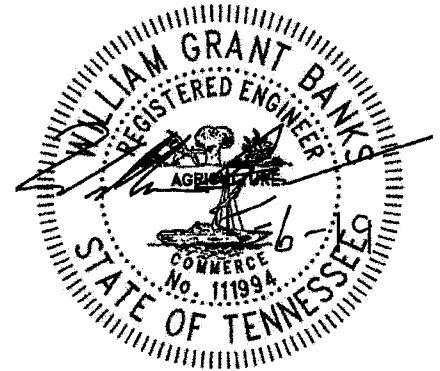
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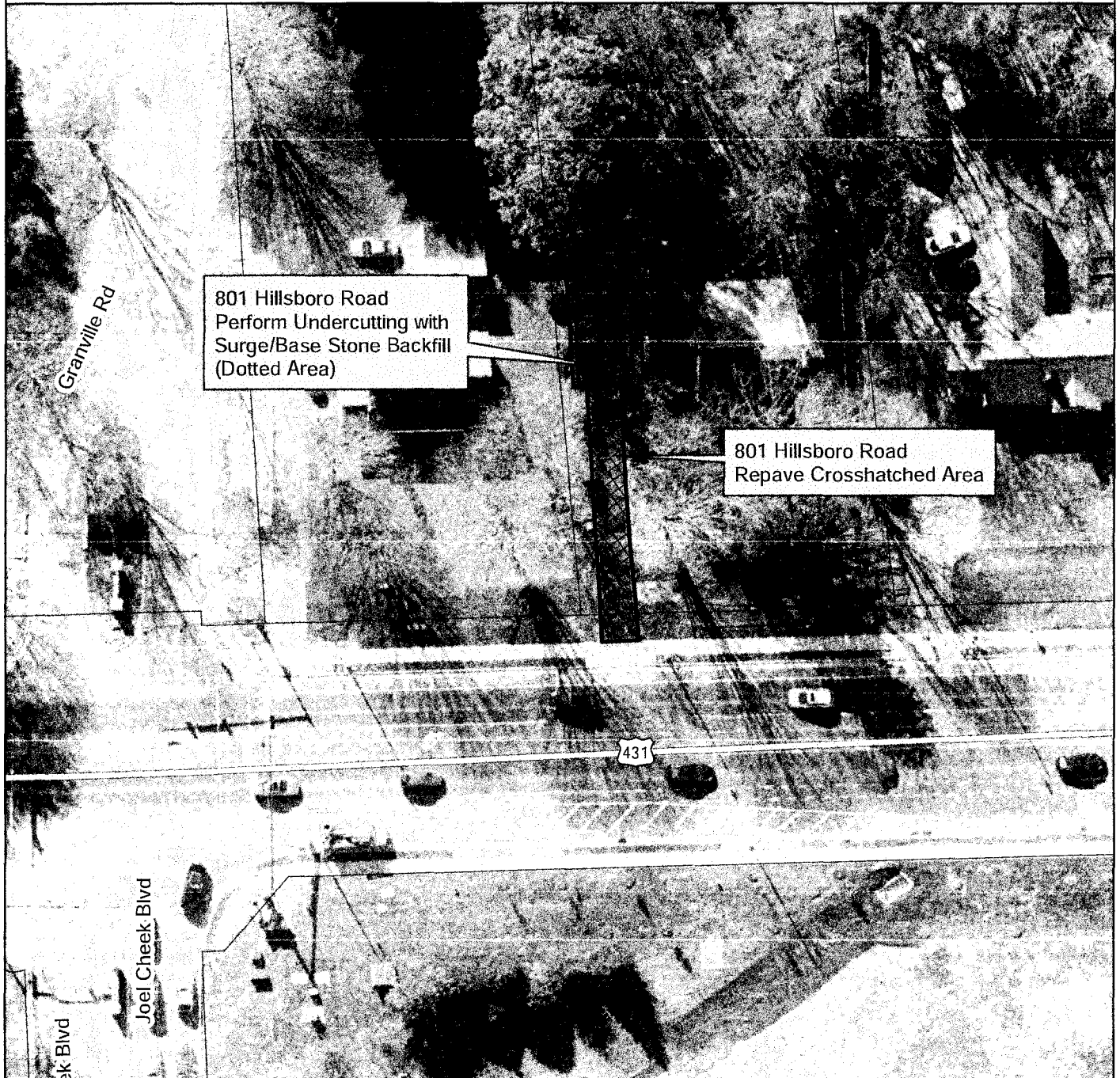
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DRIVEWAY PAVING AREAS

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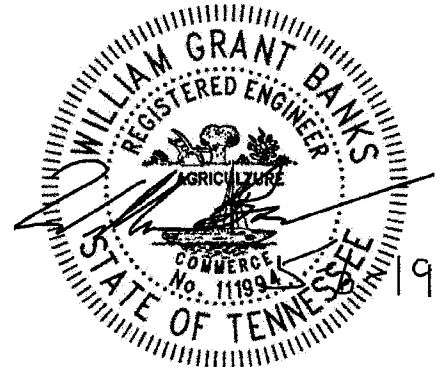
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DRIVEWAY PAVING AREAS

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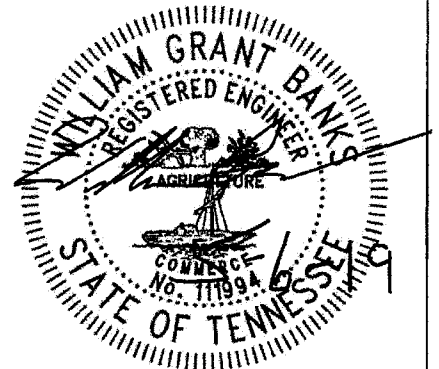
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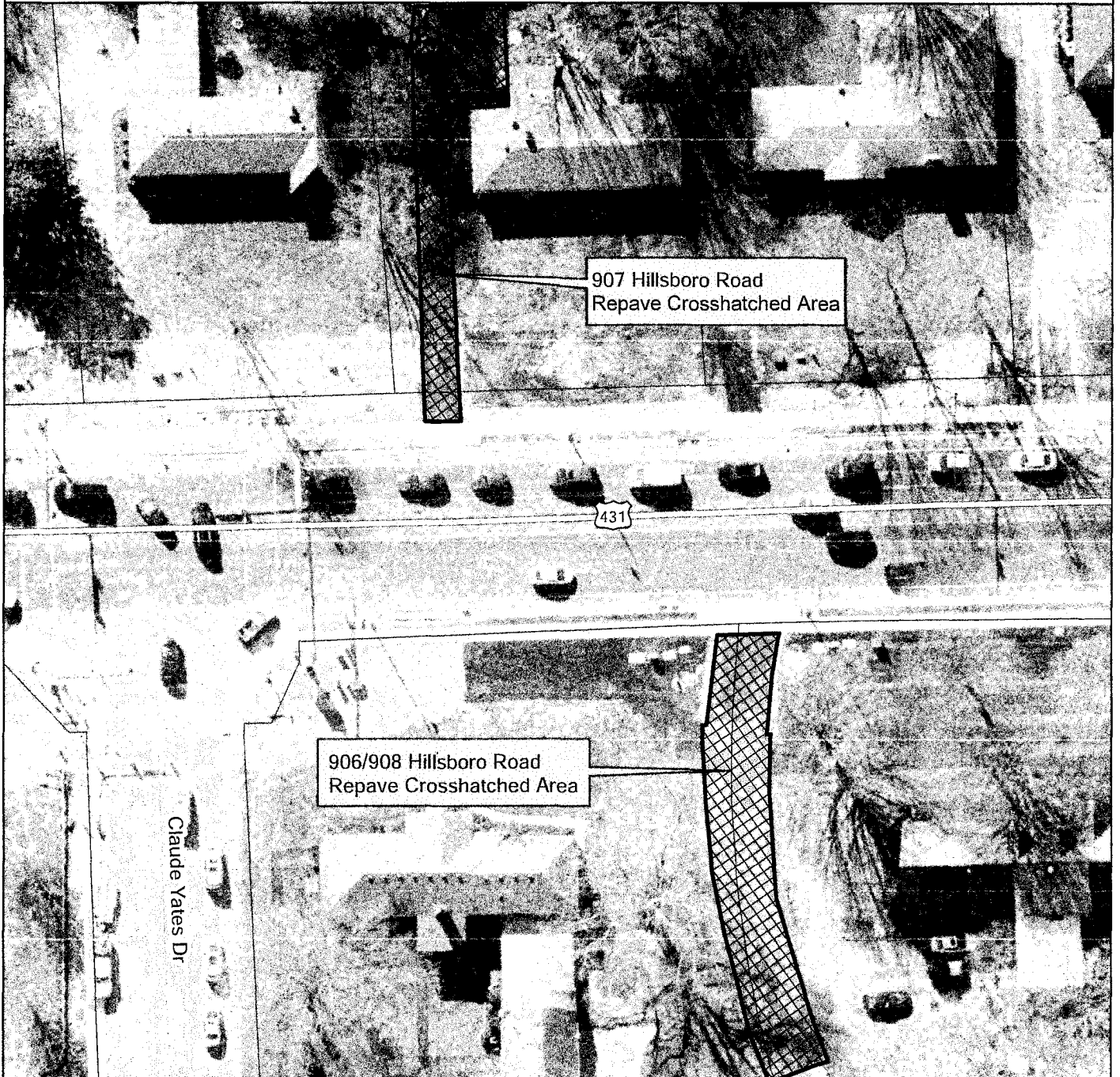
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DRIVEWAY PAVING AREAS

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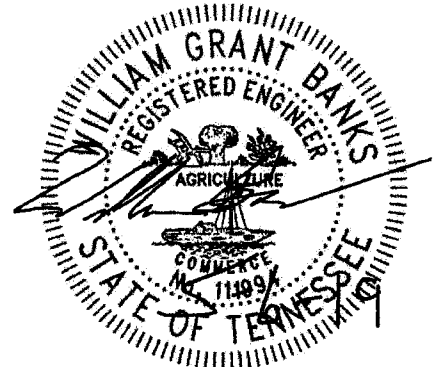
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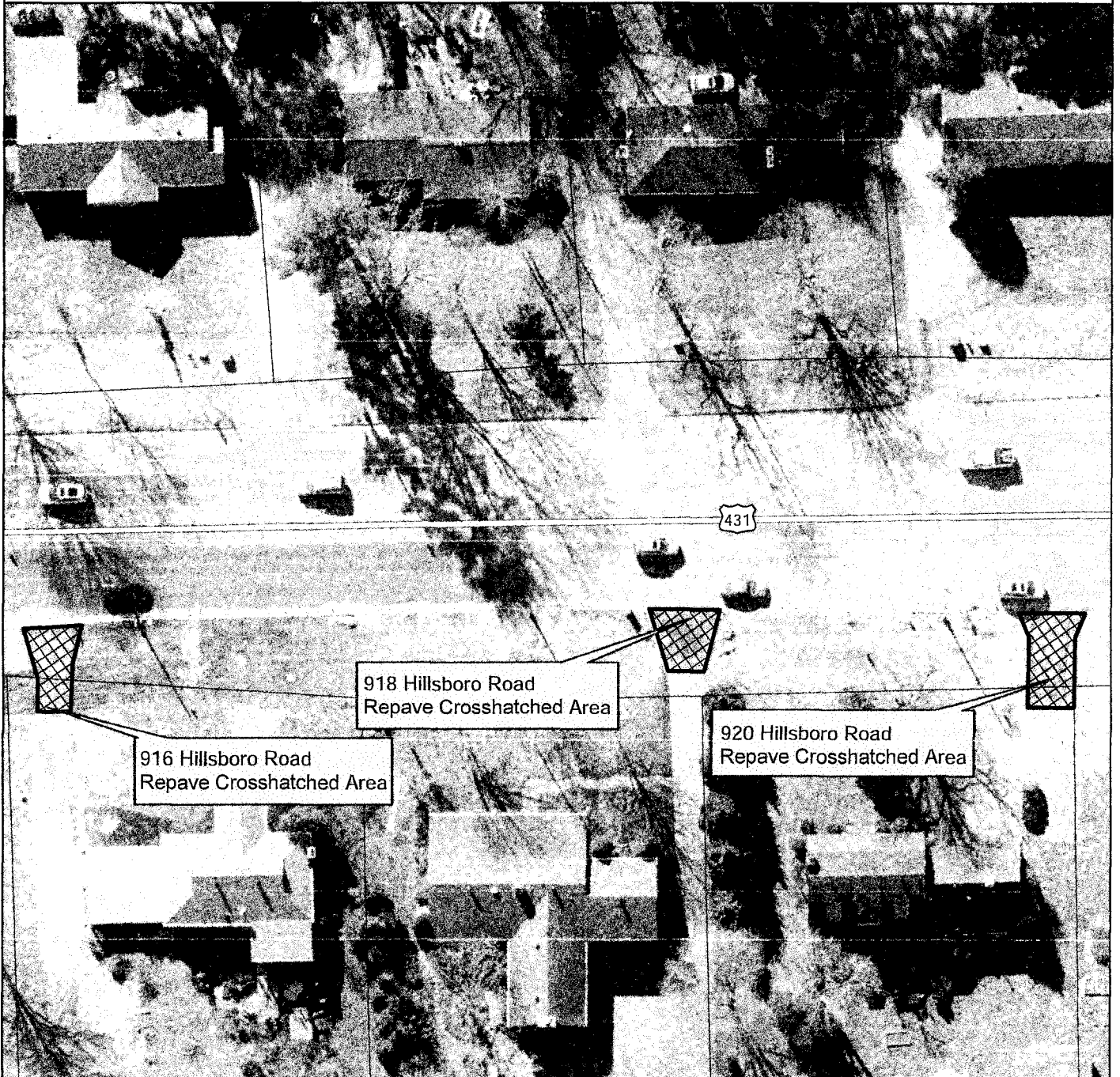
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DRIVEWAY PAVING AREAS

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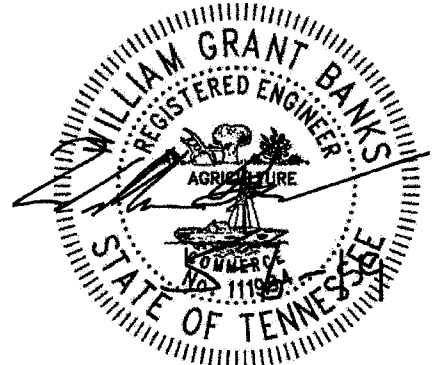
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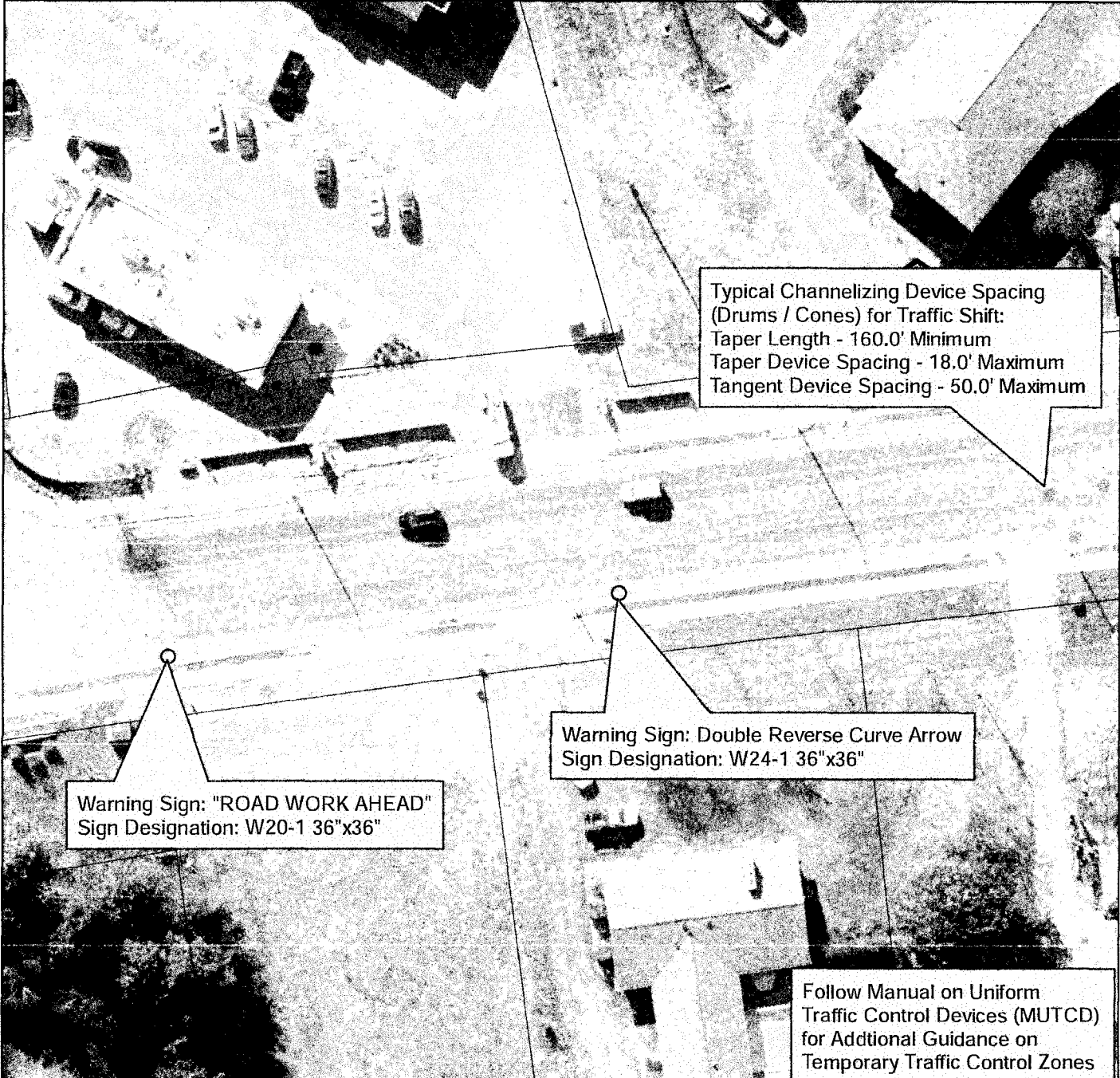
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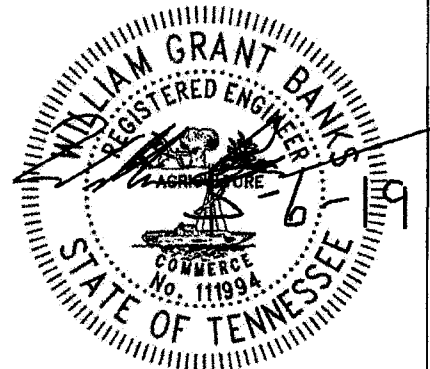
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613 Hillsboro Road
Executive House Condos
Repave Four Crosshatched Areas

Work Zone for 618 Hillsboro Road
(Northbound Travel Lane)

Typical Channelizing Device Spacing
(Drums / Cones) for Traffic Shift:
Taper Length - 160.0' Minimum
Taper Device Spacing - 18.0' Maximum
Tangent Device Spacing - 50.0' Maximum

Follow Manual on Uniform
Traffic Control Devices (MUTCD)
for Additional Guidance on
Temporary Traffic Control Zones



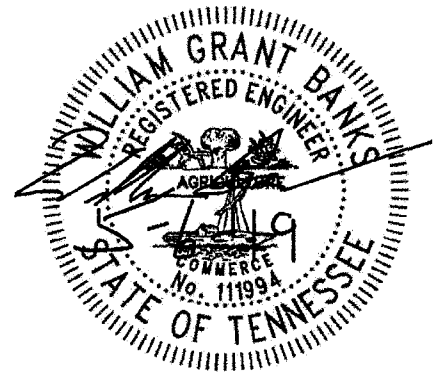
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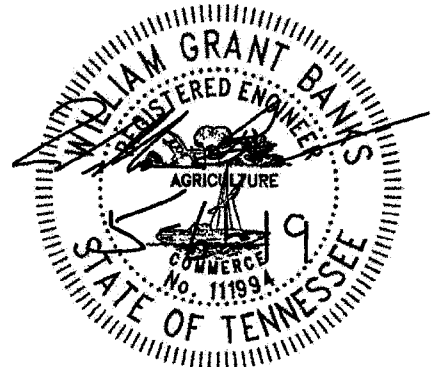
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Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

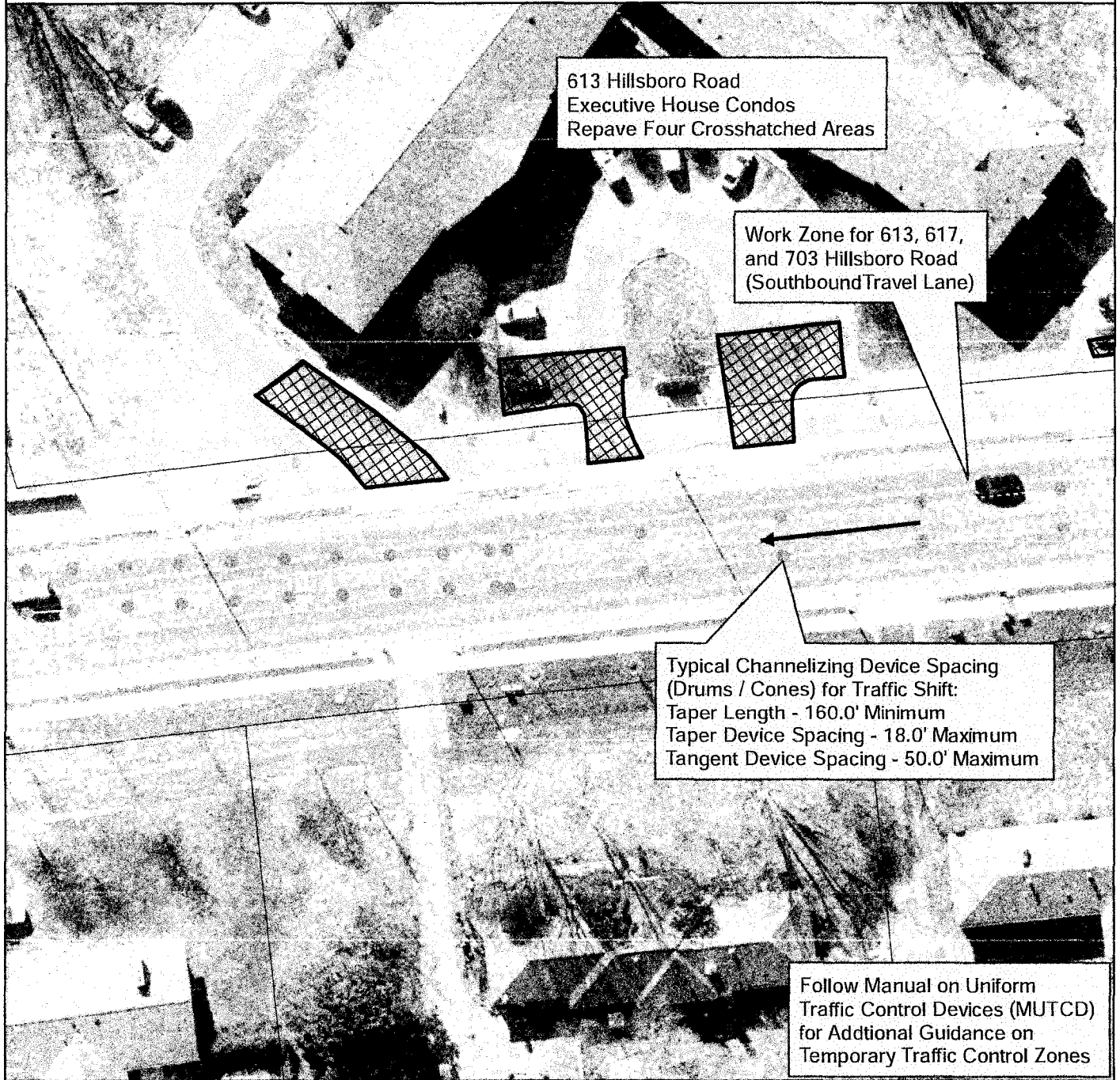
DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL -
613, 617, and 703 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
15



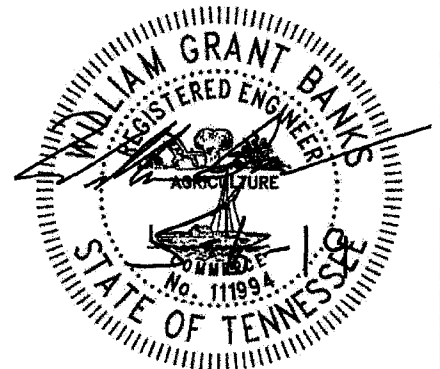
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

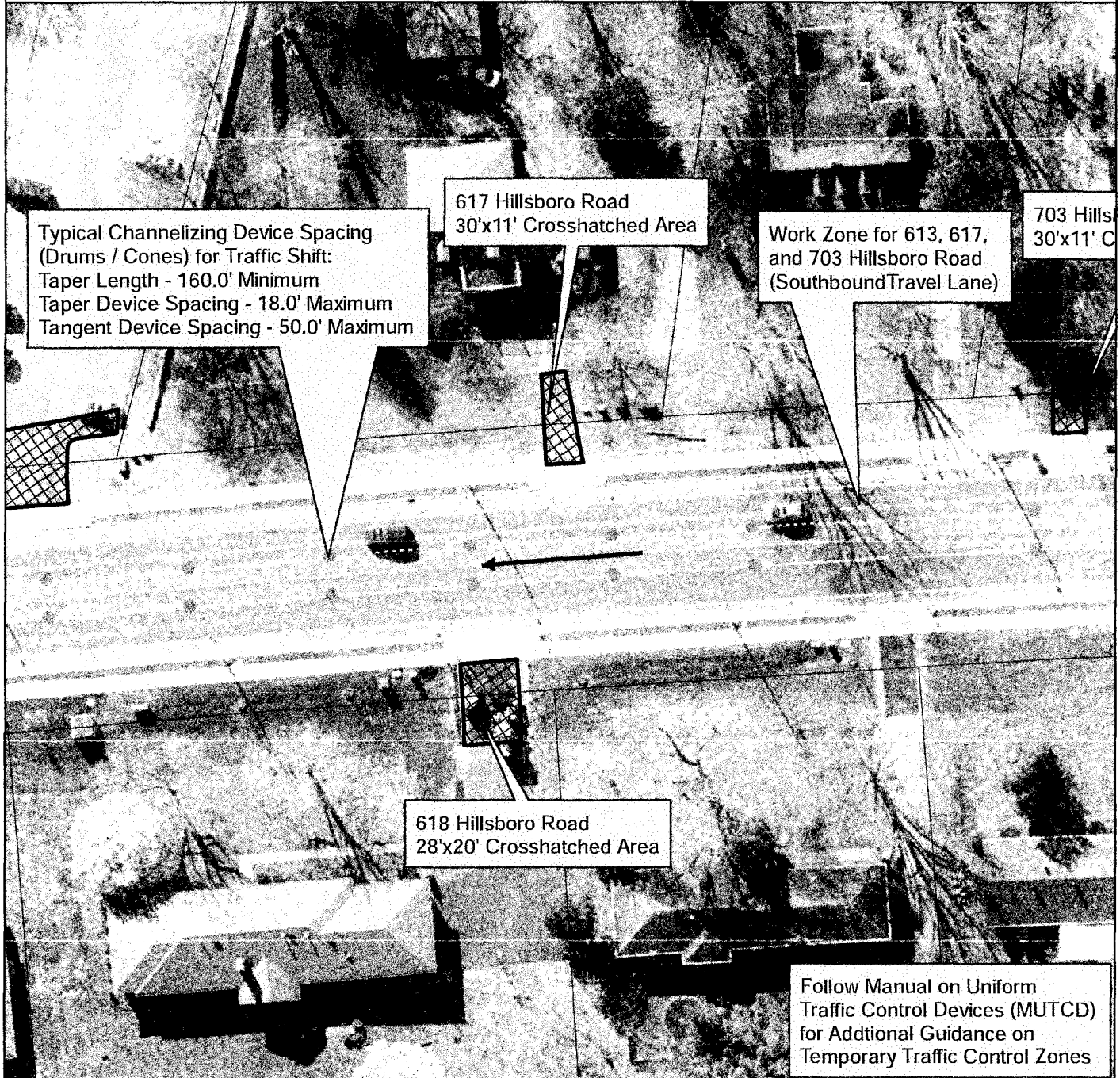
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TEMPORARY TRAFFIC CONTROL -
613, 617, and 703 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
16



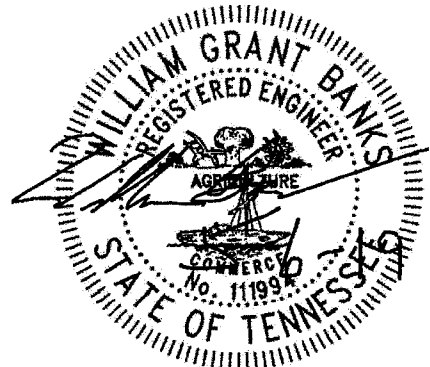
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

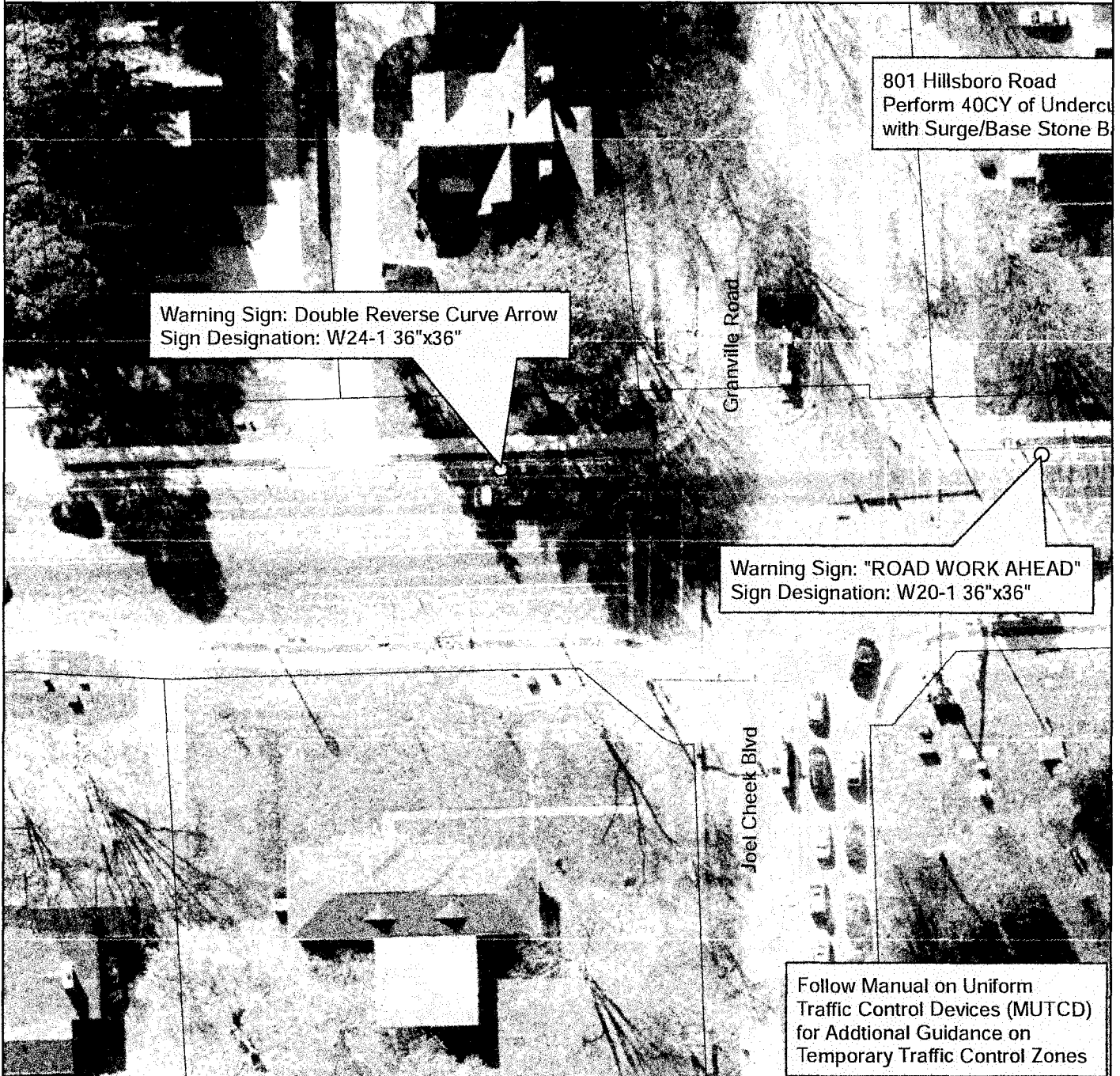
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DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL -
613, 617, and 703 Hillsboro Road

DATE SHEET NO.
APRIL 2019 17



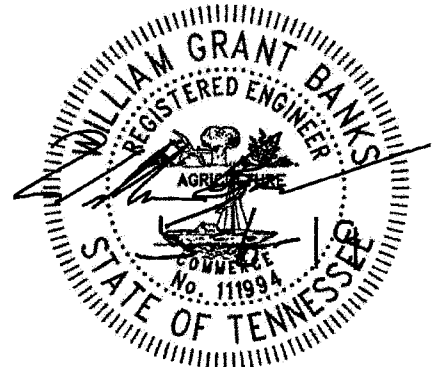
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

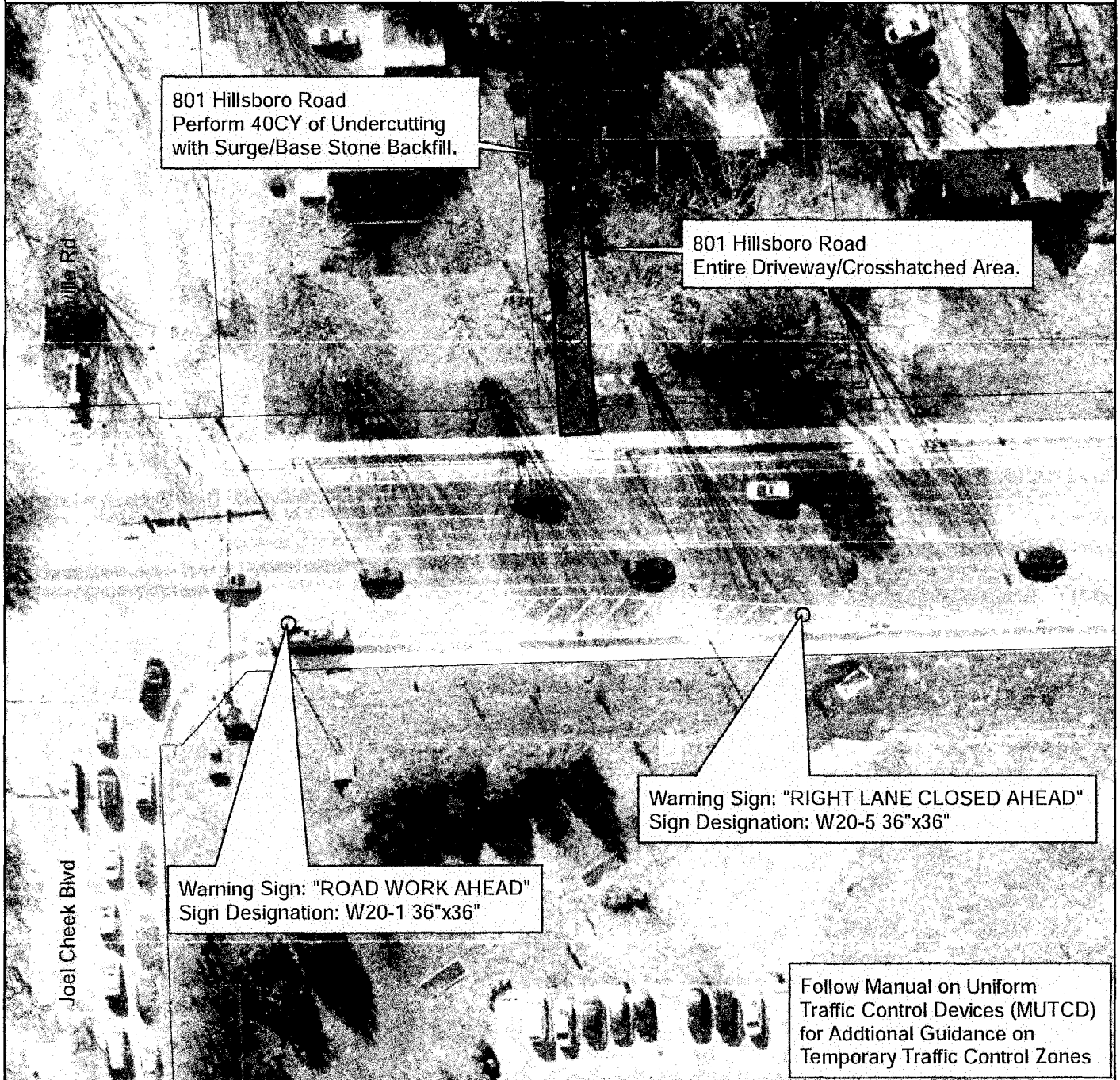
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TEMPORARY TRAFFIC CONTROL -
906, 916, 918, and 920 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
18



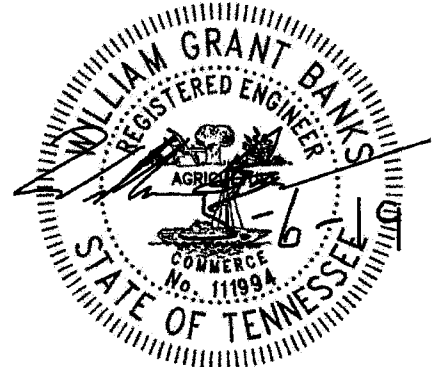
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL -
906, 916, 918, and 920 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
19



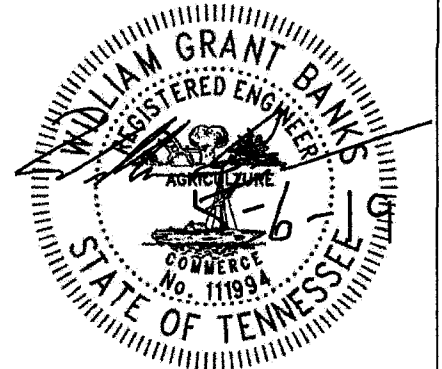
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

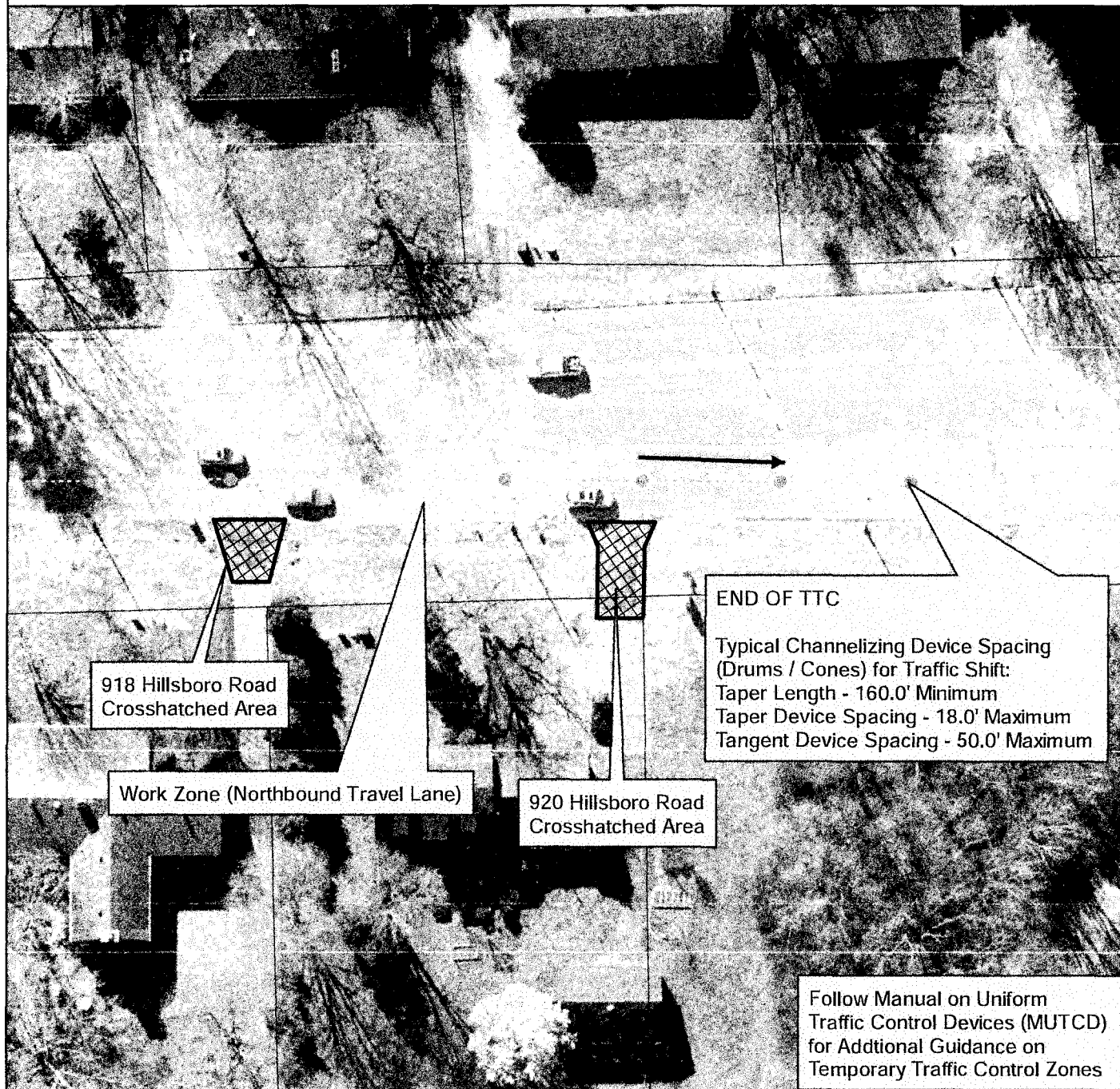
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TEMPORARY TRAFFIC CONTROL -
906, 916, 918, and 920 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
20



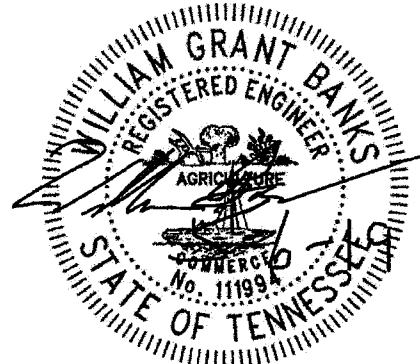
HISTORIC
FRANKLIN
TENNESSEE

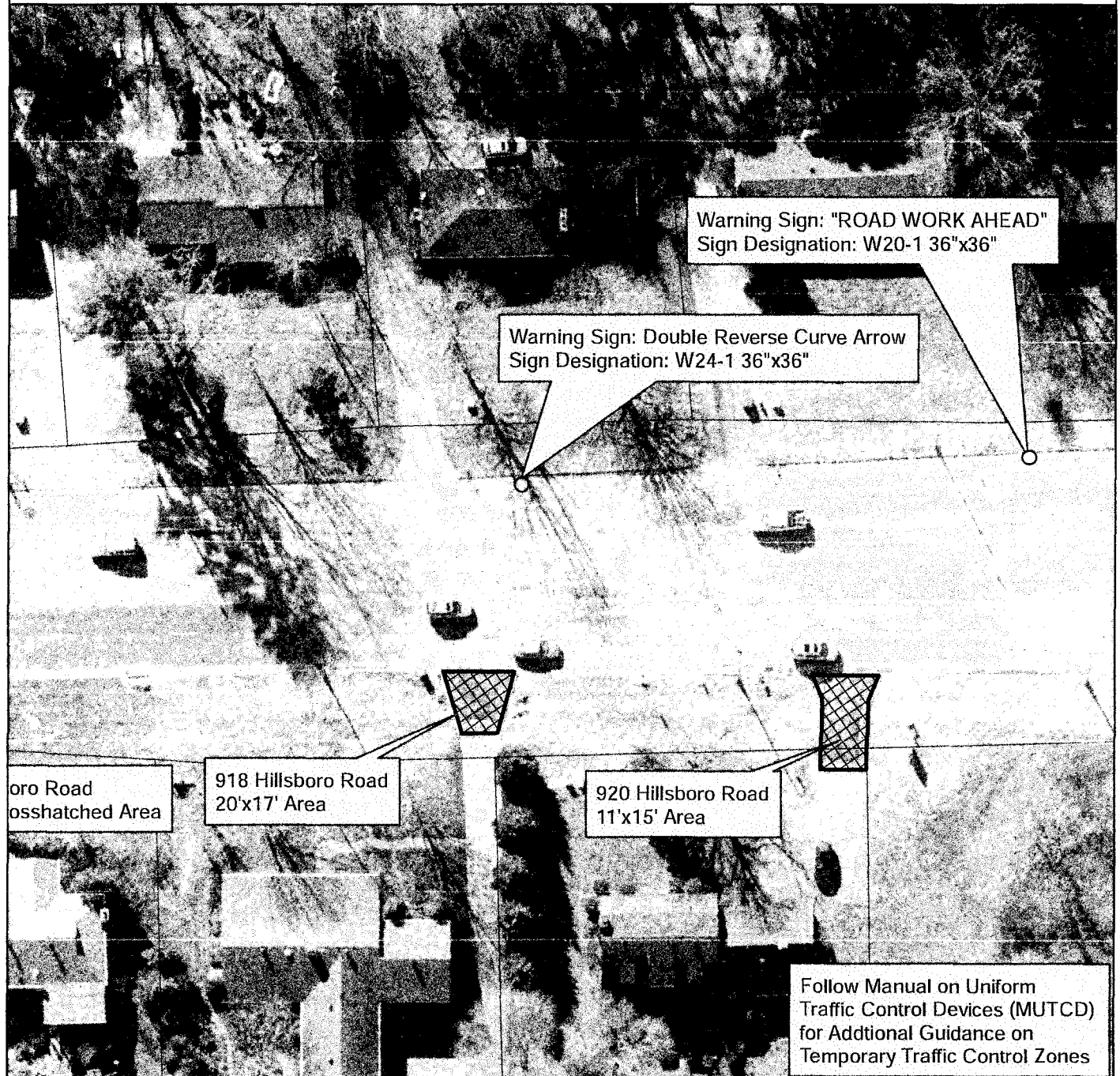
Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

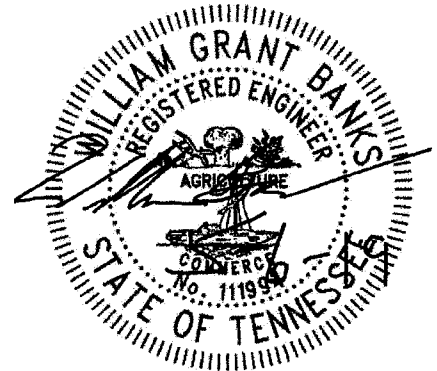
DESIGNER: WGB





HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

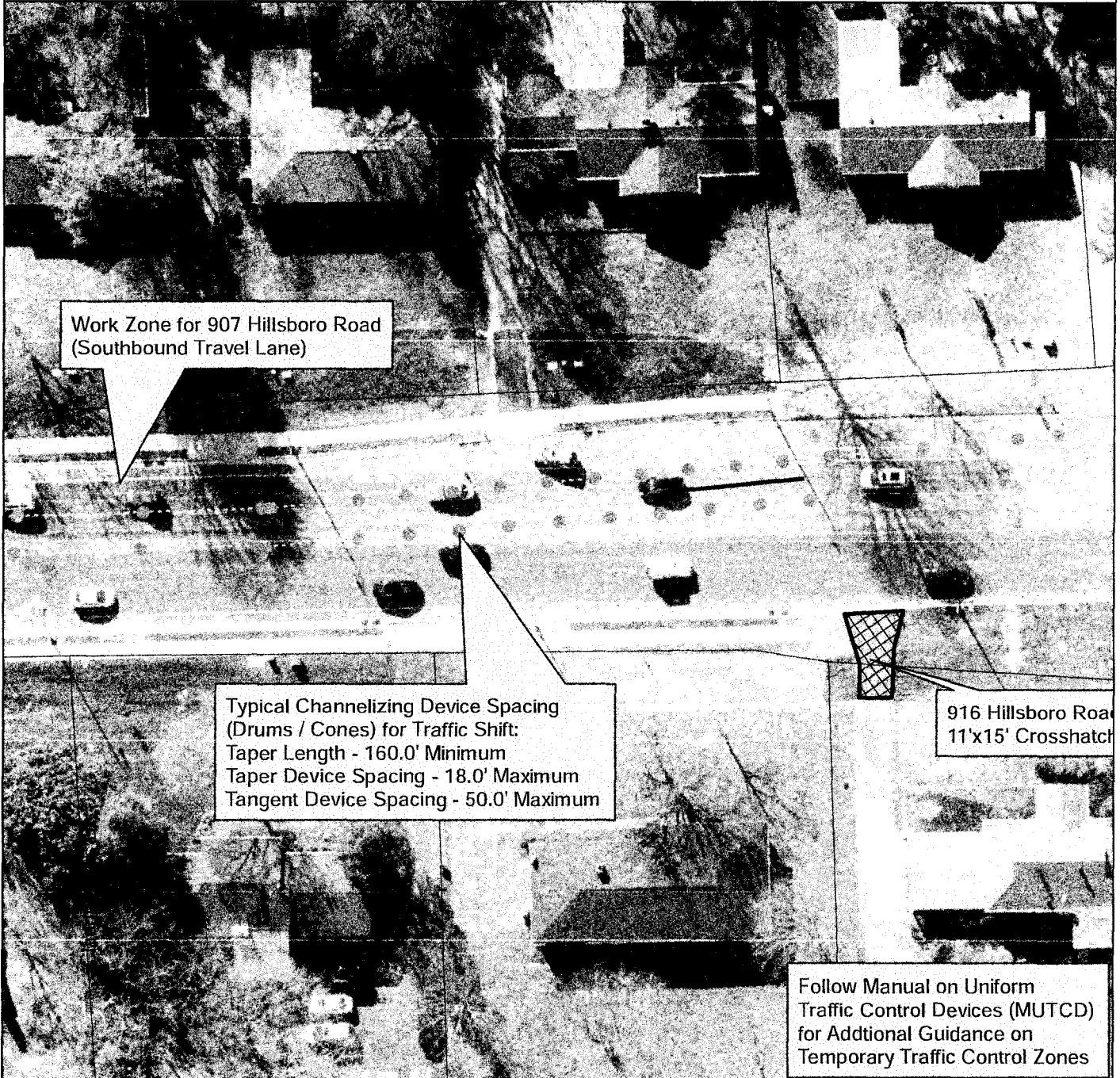


CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
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SCALE 1" = 50'

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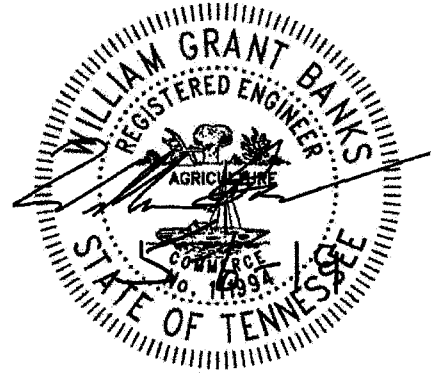


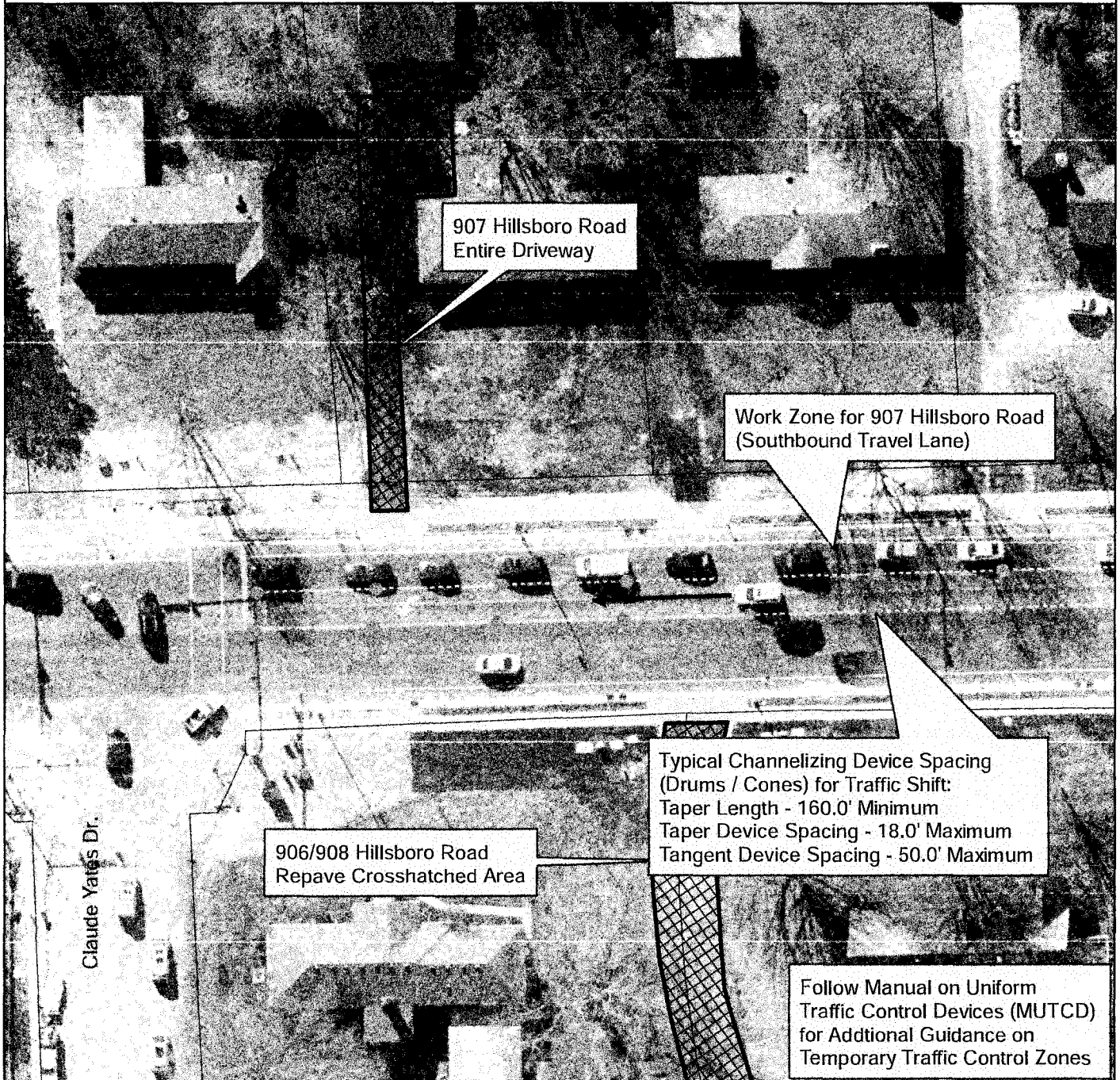
Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

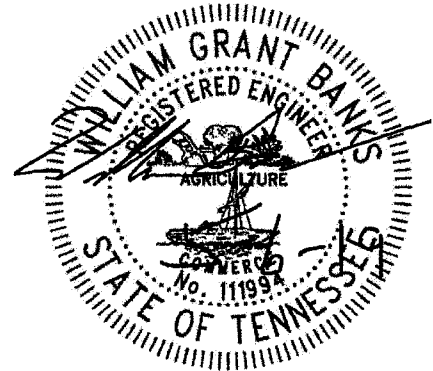
DESIGNER: WGB





HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104



CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL -
815 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
24



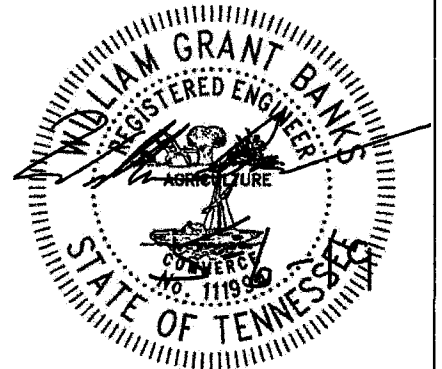
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WGB



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 Davidson) SS

Affiant, Robert N. Hutcheson, deposes and makes oath that:
(printed name of person signing Affidavit) *RNH*

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

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

- 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;
- Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 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;
- 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
- 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.

Robert N. Hutcheson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22th day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires: May 03, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020_003)

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 Davidson) SS

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

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

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

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

Robert N. Hutcherson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22nd day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires: May 03, 2021

Affidavit of License Certificate

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

State of Tennessee)
County of Davidson) SS

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

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

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 ("General Contractors") of Title 62 ("Professions, Businesses and Trades"), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. 6962 with a date of expiration of January 31, 2020, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder's or Proposer's aforementioned certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

Robert N. Hutcheson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22nd day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires May 03, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020_003)

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 Davidson) SS

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

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

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

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

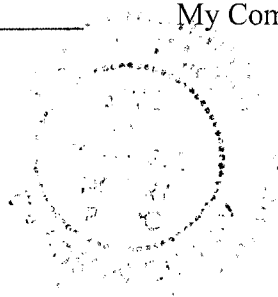
Robert A. Hutcheson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22nd day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires May 03, 2021



CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0104)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. 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 and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. 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.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 to which these Standard Procurement Terms and Conditions apply, 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. 2020_003
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:

Sessions Paving Company

6535 Robertson Avenue
P.O. Box 90266
Nashville, TN 37029
FAX: (615)-356-1970
dduncan@sessionspaving.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. 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.
7. 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.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
10. 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.
11. 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

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
13. 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply 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.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply 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.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, 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.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
8/29/2019	McGriff Insurance Services 4400 Harding Pike, Suite 400 Nashville, TN 37205	(not indicated)	City of Franklin TN 109 3rd Avenue South Franklin, TN 37064	Commercial General Liability	4/1/2020
				Automobile Liability	4/1/2020
				Workers Compensation and Employers' Liability	1/1/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER McGriff Insurance Services 4400 Harding Pike Suite 400 Nashville, TN 37205</p>	<p>CONTACT NAME: Wendy Nowlin PHONE (A/C, No, Ext): 615-346-0323 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: wmnowlin@mcgriffinsurance.com</p>														
<p>INSURED Sessions Paving Company 6535 Robertson Avenue P. O. Box 90266 Nashville, TN 37209</p>	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : MidSouth Mutual Insurance Company</td> <td>12839</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : MidSouth Mutual Insurance Company	12839	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> BI/PD Ded:500</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p> <p>OTHER:</p>	X	X	CO7890P35A	04/01/2019	04/01/2020	<p>EACH OCCURRENCE \$1,000,000</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000</p> <p>MED EXP (Any one person) \$10,000</p> <p>PERSONAL & ADV INJURY \$1,000,000</p> <p>GENERAL AGGREGATE \$2,000,000</p> <p>PRODUCTS - COMP/OP AGG \$2,000,000</p> <p> \$</p>
D	<p><input checked="" type="checkbox"/> AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY</p>	X		8107890P35A	04/01/2019	04/01/2020	<p>COMBINED SINGLE LIMIT (Ea accident) \$1,000,000</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p> \$</p>
B	<p><input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED <input checked="" type="checkbox"/> RETENTION \$10000</p>			CUP2J5568541826	04/01/2019	04/01/2020	<p>EACH OCCURRENCE \$5,000,000</p> <p>AGGREGATE \$5,000,000</p> <p> \$</p>
C	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N</p> <p>(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</p>		X	WC052562019	01/01/2019	01/01/2020	<p><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</p> <p>E.L. EACH ACCIDENT \$1,000,000</p> <p>E.L. DISEASE - EA EMPLOYEE \$1,000,000</p> <p>E.L. DISEASE - POLICY LIMIT \$1,000,000</p>

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

**** Workers Comp Information: Officers/Members Excluded: Scott Price, Officer****
 Re: **Solicitation 2020-003, Hillsboro Road Driveway Paving Project**
 The General Liability policy includes a blanket automatic additional insured on a primary and non contributory basis and Automobile Liability as additional insured endorsement that provides additional insured status to City of Franklin TN when there is a written contract between the named insured and the (See Attached Descriptions)

<p>CERTIFICATE HOLDER</p> <p>City of Franklin TN 109 3rd Avenue South Franklin, TN 37064</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>Michael A. Wade</i></p>
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DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status. The General Liability and Workers Compensation policies include an automatic waiver of subrogation that provides this feature when there is a written contract between the named insured and the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0104)

Attachment No. 4

INDEMNIFICATION AGREEMENT

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

State of Tennessee)
County of Davidson) SS

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

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

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, 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.

Robert N Hutcherson
(signature of person whose printed name appears above)

President
(title of person whose printed name appears above)

Sworn and subscribed to before me this 22nd day of August, 202019

Jean M. Starkey
(Notary Public)

My Commission Expires May 03, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020 - 003)