

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0116)

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

1. CITY issued (a) on March 6, 2015 Purchasing Office Solicitation No. 2015-030, a procurement solicitation for bids for historic cemeteries ground penetrating radar and mapping, (b) on March 24, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2015-030 and (c) on March 27, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2015-030 (collectively, "SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a proposal dated April 3, 2015 ("SUBMITTAL"), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted two (2) Certificates of Insurance, a copy of each of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by Certificates of Insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this PROCUREMENT AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by Certificates of Insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this PROCUREMENT AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
6. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in its SUBMITTAL.

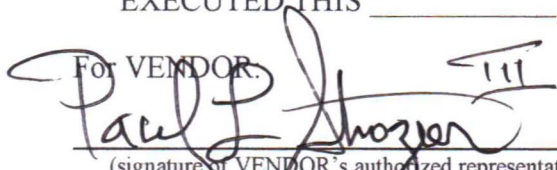
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0116)

8. VENDOR included VENDOR's Ground Penetrating Radar Service Agreement, executed for VENDOR and dated April 3, 2015, in its SUBMITTAL. Said Ground Penetrating Radar Service Agreement is hereby rejected and replaced with a revised version acceptable to CITY and dated May 22, 2015 ("GROUND PENETRATING RADAR SERVICE AGREEMENT"), a copy of which revised version is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on June 9, 2015 and now desires to retain VENDOR for historic cemeteries ground penetrating radar and mapping, pursuant to SOLICITATION, SUBMITTAL and GROUND PENETRATING RADAR SERVICE AGREEMENT.
10. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this PROCUREMENT AGREEMENT; (b) GROUND PENETRATING RADAR SERVICE AGREEMENT; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE:

President, CEO

For CITY:

(signature of CITY's authorized representative)

TITLE:

Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0116)

Attachment No. 1

SUBMITTAL

Proposal Submittal Form

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

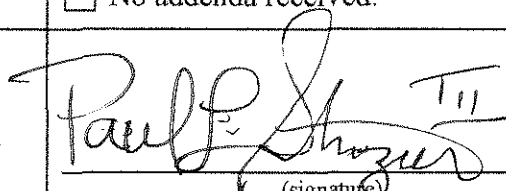
Purchasing Office Solicitation No.: 2015-030

Vendor's name, street address, and mailing address:	Omega Mapping Services P.O. Box 692 Woodbury, Georgia 30293
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Len Strozier President and Owner 478-747-3747 len@omegamapping.com
Does the proposer take any exceptions to the City's procurement solicitation?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed, described, compared to the City's intention as expressed and implied by the City's solicitation documents, and submitted?	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, proposer takes no exceptions.
Total quoted proposal price for supply and delivery of proposed goods and services:	\$ <u>\$32,697.00</u>
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to proposer?	<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 proposer?	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, proposer requests the following payment terms: _____
Estimated time of completion of project:	<u>90</u> days after receipt of order.
Last date (no sooner than June 30, 2015) that proposal and associated pricing is valid and may be accepted by the City:	<u>August 31, 2015</u>
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

Proposal Submittal Form

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

Purchasing Office Solicitation No.: 2015-030

Proposer's name:	Omega Mapping Services
Are the following components included with this Proposal Submittal Form in the submittal? <ul style="list-style-type: none">Detailed vendor-supplied description of proposed product(s) and/or service(s);Identification, listing and description of any exceptions to the procurement solicitation;Contact information for required references (see Request for Proposals);Standard Procurement Terms and Conditions of the City of Franklin, with the vendor's contact information inserted;Vendor terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;Affidavit of Non-Collusion, executed in full;Affidavit of Title VI Compliance, executed in full; andA complete digital copy OR two (2) complete duplicate sets of submitted proposal documents per the Instructions for Proposers.	<input checked="" type="checkbox"/> Yes, see enclosed. <input type="checkbox"/> No, proposer chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the proposal non-responsive).
Receipt acknowledged of any and all issued addenda to this solicitation:	<input checked="" type="checkbox"/> Addendum No. <u>1</u> received. <input checked="" type="checkbox"/> Addenda Nos. <u>2</u> received. <input type="checkbox"/> No addenda received.
Signature of proposer's authorized representative: I have received and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the proposal submitted herewith.	 (signature)
Title of proposer's authorized representative:	President
Date of signature:	4/3/2015

ANNOTATED DESCRIPTION OF SERVICES



--- PRICE PROPOSAL ---

**For
Ground Penetrating Radar
and other
Digital Mapping Services**

**For
The City Cemetery and Rest Haven Cemetery
of
Franklin, Tennessee**

April 3, 2015



Dedicated to providing affordable cemetery mapping services.

P.O. BOX 692 Woodbury, GA
Email: len@omegamapping.com

www.omegamapping.com

Business Phone: (478) 747-3747
FAX number (866) 756-3509

April 3, 2015

Mayor and Council
For the City of Franklin, Tennessee

PURPOSE

Client requests this Price Proposal for Ground Penetrating Radar (GPR) and other mapping services for the Rest Haven Cemetery and the City Cemetery of Franklin, Tennessee. The purpose of this contract is to honor the heritage of the community and insure any unmarked burials and any sub-surface obstacles in the acreage are duly noted for future planning and management of the cemeteries.

This plan is being funded in part with funds from the National Park Service of the U.S. Department of Interior, and from the Tennessee Historical Commission and will comply fully with the U.S. Secretary of Interior's Standards of Historic Preservation as interpreted by the state of Tennessee. No archeological excavation of any GPR discovery is requested at this time.

SCOPE

Combined these cemeteries measure approximately 7 acres. For permanent identification purposes, scaled maps of these parcels will be collected noting above ground landmarks, trees, coping, roadways, fencing etc. Unknown burials will also be discovered and collected by Ground Penetrating Radar and noted on digital maps. After underground anomalies are noted, blended with surface discovery, potential new burial spaces will also be noted on the final GIS maps.

TASKS

Task One: Ground Penetrating Radar Collection

- To locate unmarked burials Omega will GPR scan all areas of both cemeteries, including service roads, pathways, and coping located within cemetery fencing.
- Each unmarked burial will be flagged and located on the State Plane Coordinates utilizing survey grade and mapping grade technology.

Task Two: Collection and mapping of Cemetery features

- Omega will utilize GPS survey and mapping grade collection equipment to map all existing burial markers, coping areas, fences, decorative features, trees (minimum of 4" measured 6" above root flare and trees shall be identified by type) and other pertinent features of the cemetery.
- For clarity purposes, First and Last names of known interred will be collected.

Task Three: New Burial spaces noted

- New individual burial spaces will be noted. Omega will layout future burial spaces based on client specifications and the most practical use of available land.

Task Four: GIS Final Presentation to City

- The city will receive scaled, PDF maps of all field discovery utilizing state plane coordinates of all landmarks noted. Final data will be presented to the city in mapping layers that can be imported into the current GIS system.

PROCEDURE

In advance the city will clear debris and cut the grass as close as feasible (< 1.5 inches above the dirt) of the designated areas to be scanned with Ground Penetrating Radar (GPR).

Ground Penetrating Radar Scanning will be done in all areas of the cemetery, including inside coping using the standard Utility Scan using a 400mhz, **Geophysical Survey System (GSSI)** antenna. The GPR scan will include a scan of open spaces within the cemetery service road. The GPR project will be managed, from start to completion, by the site Supervisor.

Simultaneously onsite scaled renderings will be collected with a Trimble Series III Robotic Station, noting surface landmarks, including burial markers, slabs, coping, roadways, etc. To insure a comprehensive rendering, satellite and ground photography will be utilized.

After the Ground Penetrating Radar Scan and surface burial data is collected, new burial spaces will be noted for future reference.

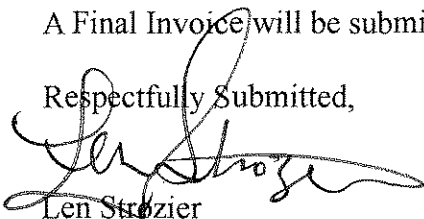
At the conclusion of this mapping process scaled, PDF maps will be submitted to the Mayor and Council noting all GPR discovery and data collected in a GIS format which complies with the city GIS. Four printed and bound copies of the final study will be provided to the city. In addition, an electronic copy, in PDF format of the final study shall also be provided.

TIMELINE

Weather permitting Omega Mapping Services will begin field work of this project ***no later*** than June 15, 2015 and final maps, as stipulated, will be presented to the City of Franklin by August 31, 2015.

A Final Invoice will be submitted to the City no later than September 1, 2015, Net 30.

Respectfully Submitted,



Len Strozier
OMEGA MAPPING SERVICES
478-747-3747

len@omegamapping.com
www.omegamapping.com

--- PRICE PROPOSAL ---

**For
Cemetery mapping services
of the historic
City Cemetery and Rest Haven Cemetery
of
City of Franklin, Tennessee**

April 3, 2015

I. GPR and CEMETERY MAPPING SERVICES

a. On-site scaled GPR-GPS-GIS Map data collected Utilizing state plane coordinates	\$10,640.00
b. Ground Penetrating Radar (10% multi-day discount) GPR of all open areas in the cemetery	\$7,722.00
c. Digital – GIS Drafting of all field discovery	\$9,800.00
d. New available burial spaces layout discovered and noted	\$2,935.00

II. ADDITIONAL EXPENSES

a. Travel, Supplies, Printing, Postage etc.	\$1,600.00
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PROPOSAL PRICE: \$32,697.00



EVALUATING CRITERIA --- ANNOTATED

April 3, 2015

I.

Competency, experience and qualifications of Omega Mapping Services

A. Overview and history of Omega

Having trained and mapped with the owner of Topographix Cemetery Mapping Service, Omega Mapping Service LLC was formed in 2009 using vector graphic software and cutting edge Ground Penetrating Radar (GPR) technology to create precise "as-built" maps of buried infrastructure.

Then in 2012 Omega saw the value of blending GPR technology with a robotic Global Positioning System (Trimble GPS) to create an even more precise mapping product.

Soon thereafter Omega teamed with a municipal GIS consulting firm offering GIS mapping products to communities as a municipal inter-departmental mapping-data management service.

Omega Mapping Services is beginning its 7th year mapping historic cemeteries, of all sizes.

B. Experience and Capabilities

Since December of 2007 Omega has mapped more than 65 small private to large, municipal cemeteries across the southeast.

Omega GPR scanned and GPS mapped the City Cemeteries of Oak Grove and Lake Providence, Louisiana. Combined these cemeteries measured more than 23 acres. We just completed scanning and mapping 3 cemeteries for the Chapel Hill (North Carolina) Historic Society, 19 acres. In September we scanned and mapped 8 acres in two Catholic cemeteries at Devils Lake, North Dakota for the LegacyMark Cemetery Management software company.

C. Key Personnel

Omega GPR technicians are certified by the Geophysical Survey System developers of Salem, New Hampshire. Each GPR tech that will be involved in

the Franklin mapping project have more than 5 years on-the-field, GPR experience. Len Strozier will be the Lead GPR Technician and will be onsite from beginning to completion of all field work.

GPS/GIS post-processing of all field collection will be managed by our partners at GST Consulting Inc. of Augusta, Georgia. GST was founded in 2005 and has managed dozens of municipal GIS projects throughout Georgia and South Carolina. With a background in engineering and survey work Brad Jeffares is a certified Trimble GPS consultant and provider. He is also a consultant using similar products, i.e. ARC, ESRI, and CAD to create GIS maps.

D. Availability of Personnel

The timeline of the Franklin project is less than 3 months from award to completion deadline. Yes. Time will be of the essence but because of the streamline of technology GPR/GPS/GIS --- blended with the experience of Omega and GST, the only uncontrollable time concern will be the weather. Optimum Ground Penetrating Radar scans prefer dry soil conditions.

Because Omega will upload captured field data each day for post processing, turn-around time for this project is within the experience of both firms.

E. Past successes

The timeline of similar projects is determined by size of cemetery as well responsiveness of the client.

Field data collection of seven acres in Franklin should take less than 14 days, weather permitting. If the data is uploaded daily, post processing should be complete within 35-45 days following the last day in the field.

Omega and GST did a similar mapping contract with the City of Covington, Georgia. However the local GIS department chose to host the mapping data we collected to be processed on their city website. There was a response time delay with this scenario thus lengthening the production.

On the other hand, Omega's work with Chapel Hill, mentioned previously, was a clean project. Though the client added numerous changes from the original proposal, once the data was collected, these changes were blended without lengthening the timeline nor, changing the original bid quote. Yes the changes added time to the project but the end product was well received.

The City of Franklin's expectations are clear, well-defined, therefore the expectations and of this timeline should be relatively certain.

- F. **Annotated References-** No conflicts of interest with these references. They all stand alone; two (the Cities of Thomasville and Cartersville) belong to the Georgia Municipal Cemetery Association. Omega Mapping Services is a preferred vendor with the GMCA since 2008.

1. St. Jerome Catholic Cemetery Fort Totten, North Dakota for LegacyMark Cemetery Mapping and Management Company

This parish cemetery is located on a Sioux Indian Reservation and has more than 200 unmarked burial sprinkled within 3 acres of known burials. Omega scanned the acreage, collected GPS points of marked burials as well, the unmarked with the Trimble Series III Robotic station. The data was uploaded to LegacyMark then transposed onto aerial views of the cemetery flawlessly. September 2014 – To date

Contact: **Robert Mills** 284 Overhill Drive, Chambersburg, Pennsylvania 17202 717-263-6238 rob@legacymark.com

2. City of Oxford (Ga) Cemetery -17 acres

This city cemetery much like Franklin. Oxford chose to GPR scan and GPS map acreage over a four year Phase process, one Phase per fiscal year. We are currently mapping Year 3. Omega scans the acreage with GPR, collects GPS points of burials with the Trimble Series III. The data is processed and uploaded then transposed onto 36"x42" digital and hard copy maps of sections of the cemetery. 2012 – To date

Contact: **Lauran Willis, City Clerk** 110 West Clark Street, Oxford, Georgia 770-786-7004 LWillis@oxfordgeorgia.org

3. City of Manchester (Ga) Cemetery – 7 acres

We scanned every inch of the cemetery with Ground Penetrating Radar and collected every monument and landmark with precise GPS location. Only 69 unmarked burials were discovered but more than 1700 jpgs of every burial marker and corners of every coping were taken and shared. Final 36" x 52" hard copy were created January 2014 – To date

Contact: **Kathy Storey, City Manager** 116 Second Street Manchester, Georgia 31816 706-846-3141 citymanager@manchester-ga.gov

4. City of Thomasville (Ga) Cemeteries- 10 acres

Since 2010 Omega has worked with the City Manager's office of Thomasville GPR scanning and GPS mapping sections or entire acreage of four historic cemeteries. In one, 3+ acre, African-American cemetery, The Flipper Cemetery, more than 650 unmarked burials were located and preserved.
2010 – To date

Contact: **Kha McDonald, Senior Assistant City Manager** P.O. Box 1397,
111 Victoria Place, Thomasville, Georgia 31799 229-227-7043
kha@thomasville.org

5. City of Cartersville (Ga) Cemetery – 3 acre

The City of Cartersville chose to GPR scan and GPS map acreage as the budget allows, one section per year. We mapped Section 14 in the Autumn of 2013. Omega scanned the acreage with GPR, then, collected GPS points of unmarked and marked burials with the robotic station. The data was processed in-house and uploaded then transposed onto 36"x24" digital and hard copy maps of Section 14 of the cemetery. 2013 – To date

Contact: **Tommy Sanders, Public Works Director** P.O. Box 1390,
Cartersville, Georgia 770-606-6993 tsanders@cityofcartersville.org

II.

Unique Strength of Omega Mapping Services

1. Exceptional, Value –added Features or Capabilities.

a. The Handshake

We came to your site.

We met with your officers.

We sent the first Price Proposal, from which you received your Grant from the Tennessee Governor's office.

Regularly we are told we are one, of the few Mapping Companies, which will visit the client and preview the cemetery regardless of size, gratis.

We shook your hand. From Concept Day 1 Omega Mapping Services has been your Cemetery Mapping, Ground Penetrating Radar "Go-To" Advisor.

b. Capabilities of those assigned

- Broadly speaking, Ground Penetrating Radar is a new discipline. It is NOT a discipline which can be utilized occasionally and the Technician remain proficient. If it is to be of value to a client it **MUST** be used at least 10-15 working days per month --- in the field. During the past year Omega Mapping Services was GPR scanning in the field at least 10 full days each month, most months we scan more frequently.
- The Trimble Series III Robotic station is THE state-of-the-art survey- grade collector. The supporting post-processing software makes data collection much more reliable than any stand-alone GPS collector of field data. Since 2012 Omega uses the Trimble robotic station in 90% of our cemetery mapping projects.
- GST Consulting, Inc. <http://www.gstconsulting.net/> will do all post processing for this project. Brad Jeffries is considered so adept at blending the use of Trimble and ESRI software he is an Authorized Instructor and provider for both companies. He is considered a municipal GIS leader. Since 2005 he has become a GIS "Go-To" consultant for numerous municipalities in the southeast.

c. Unique strengths

We feel no one has more experience blending GPR, GPS, and GIS than Omega. We know of no company who has created more cemetery maps using these disciplines more than Omega.

There are plenty of GPR companies.

There are plenty of GPS mapping companies.

There are plenty of stand-alone GIS companies.

But no company blends all three disciplines better than Omega.

We would put the overall value to the client against any company.

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 Georgia)
County of Meriwether) SS

Affiant, Paul L. Strozier III, deposes and makes oath that:
(printed name of person signing Affidavit)

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

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

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

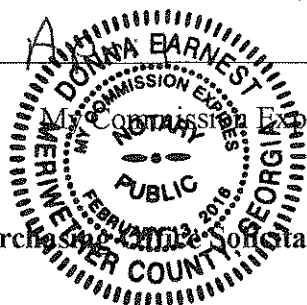
by law.

Paul L. Strozier III
(signature of Affiant)

President, Owner
(title of Affiant)

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

Donna Earnest
(Notary Public)



My commission expires
February 13 2016

(Submitted in response to City of Franklin Purchase Order No. 2015_030)

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

State of Georgia)
County of Meriwether) SS

Affiant, Paul L. Strozier III, deposes and makes oath that:
(printed name of person signing Affidavit)

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

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

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

This Affidavit is made on personal knowledge.

Paul L. Strozier III
(signature of Affiant)

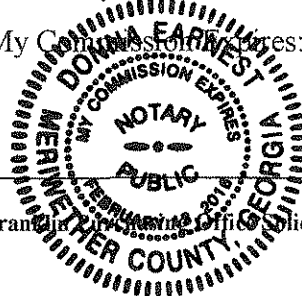
President, Owner
(title of Affiant)

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

Donna Earnest
(Notary Public)

My Commission Expires:

February 13 2016
My commission expires



Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2015-030

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Omega Mapping Services

Attn: Len Strozier

P.O. Box 692

Woodbury, Ga 30293

866-756-3509

len@omegamapping.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

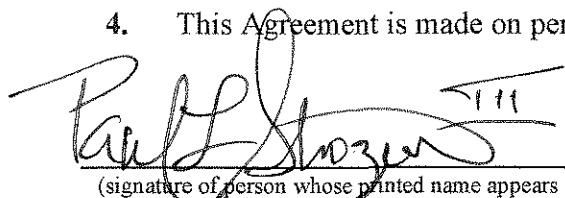
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Paul L. Strozier III agrees that:
(printed name of person signing Agreement)

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

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

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


(signature of person whose printed name appears above)

President, Owner
(title of person whose printed name appears above)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0116)

Attachment No. 2

Certificates of Insurance

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
6/2/2015	Meadows Insurance Agency of Manchester, GA	CL156200681	City of Franklin Tennessee	Commercial General Liability	8/26/2015
				Workers Compensation and Employers' Liability	6/1/2016
				Professional Liability	6/2/2016
5/22/2015	Alan Parker State Farm Insurance Agency of Macon, GA	not indicated	City of Franklin	Automobile Liability	10/14/2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/2/2015

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

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

PRODUCER MEADOWS INSURANCE AGENCY 25 E. Main Street P. O. Box 318 Manchester GA 31816	CONTACT NAME: Sherrie Mullis PHONE (A/C, No, Ext): (706) 846-3161 FAX (A/C, No): (706) 846-4494 E-MAIL ADDRESS: smullis1@windstream.net														
INSURED Omega Mapping Service LLC PO Box 692 Woodbury GA 30293-0692	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Auto-Owners Ins. Co.</td><td>18988</td></tr><tr><td>INSURER B: Liberty Mutual Insurance Corp</td><td></td></tr><tr><td>INSURER C: Evanston Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Auto-Owners Ins. Co.	18988	INSURER B: Liberty Mutual Insurance Corp		INSURER C: Evanston Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: CL156200681

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	80177575	8/26/2014	8/26/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Premises/Operations</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Premises/Operations	\$
EACH OCCURRENCE	\$ 1,000,000																			
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Premises/Operations	\$																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
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PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	WC5-35S-546843-015	6/1/2015	6/1/2016	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER																				
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
C	Professional Liability		E0860391	6/2/2015	6/2/2016	<table border="1"><tr><td>Each Occurrence</td><td>1,000,000</td></tr><tr><td>General Aggregate</td><td>1,000,000</td></tr></table>	Each Occurrence	1,000,000	General Aggregate	1,000,000										
Each Occurrence	1,000,000																			
General Aggregate	1,000,000																			

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

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions or other provisions afforded by the policy referenced herein.

CERTIFICATE HOLDER

brianw@franklintn.gov

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sherrie Mullis/SCM

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED EXCLUSION - PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization (Additional Insured):

City of Franklin
109 3rd Avenue South
Franklin, TN 37064

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

- A. Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, the following exclusion is added:

2. Exclusions

This insurance does not apply to:

The Additional Insured for the "products-completed operations hazard".

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

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

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

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

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

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




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2015

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

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	PRODUCER	ALAN PARKER STATE FARM INSURANCE AGENCY 4909 FORSYTH RD MACON, GA 31210	CONTACT NAME: NANCY PAQUET PHONE (A/C, No, Ext): 478-475-0075 E-MAIL: nancy.paquet.szs@statefarm.com ADDRESS: nancy.paquet.szs@statefarm.com	FAX (A/C, No): 478-475-0504
	INSURED	PAUL L STROZIER III PO BOX 692 WOODBURY, GA 30293-0692	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
			NAIC # 25178	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			314-2213-D14-11F	04/14/2015	10/14/2015	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 OTHER \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CITY OF FRANKLIN
109 THIRD AVE S
FRANKLIN, TN 37064

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0116)

Attachment No. 3

GROUND PENETRATING RADAR SERVICE AGREEMENT



P.O. Box 692 Woodbury, Georgia 30293*

Ground Penetrating Radar Service Agreement

478-747-3747
len@omegamapping.com

Contract City of Franklin, Tennessee Date 5/22/2015
Contact Name c/o/Mr. Brian Walker (brian.walker@franklintn.gov) Job # 1-Franklin TN
Address City Hall Suite 107, 109 3rd Ave. South Terms: Agreement
City Franklin State Tenn Zip 37064 Phone 615-598-4155

The production time includes all requirements to secure field data for overview and subsectional cemetery map. The maps will include map labeling, boundary and property lines as defined by on-site observation.

Breakdown of Production Cost:

1. On Site Rendering Overview Map-to delineate existing cemetery property and burial parcels - \$10,640.00
2. Ground Penetrating Radar (Utility Scan) of open areas of cemetery - \$7,722.00
3. All drafting requirements for plan view (overview) and sub-sectional maps as required - \$9,800.00
4. Map new available burial spaces - \$2,935.00
5. Travel, Lodging, per diem, supplies - \$1,600.00

Total Price Proposal: \$32,697.00

Please return signed copy of this agreement to: OMEGA MAPPING SERVICES

Agreement: Client acknowledges that it has been informed by Omega Mapping Services that the use of Ground Penetrating Radar (GPR) is not error free and there are limitations on the use of GPR to locate buried or embedded objects in the ground or in structures (for example, field conditions, soil moisture content, material type, masking of deeper embeddings by shallow and thickness of the material to which the GPR Services are to be applied; and only center-lines of embedded objects can be located) which make GPR less precise than other embedded object location technologies such as X-ray.

Notwithstanding such information, Client desires to engage Omega Mapping Services for GPR Services. Additionally Omega Mapping Services may rely on statements and plans of Client's representatives (including on-site employees or employees or representatives of contractors or subcontractors working for Client) as to the characteristics of the structure or location to be tested using GPR Services.

Client agrees that it shall have the sole responsibility for the use of any information obtained as a result of the GPR Services, including reliance on any data therefrom in order to determine the location of drilling operations or other penetration of the location, area or structure to which the GPR Services are applied. Omega Mapping Services has no responsibility or obligation other than to deliver the GPR Service and the results obtained from application of GPR. How and when the work product from the GPR Services shall be used (or not used) shall be in the sole and exclusive discretion of the Client and Omega Mapping Services shall have no obligation or responsibility to Client after the required GPR Services are completed and the work product is delivered.

Disclaimer: Omega Mapping Services makes no warranty, express or implied, that the GPR services will be error-free or provide all information necessary for client to take any action (or refrain from action) based on the results. The City of Franklin acknowledges the cemetery is within the flood plain and has flooded numerous occasions within the previous 100 years therefore limiting the viability of GPR data discovery. To the extent permitted by Tennessee law, Omega Mapping Services shall not be liable to the customer for any damages as a result of performance or failure to perform GPR services. The GPR report is based upon Omega Mapping Services interpretation of the data and is provided solely for illustration and information purposes. To the extent permitted by Tennessee law, Omega Mapping Services is not responsible for any loss or damage caused, arising out of the use of, or reliance on the data collected or the report generated. END

Client Signature

Paul L. Strozier

Date

Date

5/22/2015