

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0103)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and JLD Preservation Consulting, LLC of Nashville, Tennessee (“SERVICE PROVIDER”), who mutually agree as follows:

1. CITY issued (a) on February 15, 2019 Purchasing Office Solicitation No. 2019-006, a procurement solicitation for proposals for Hincheyville Historic District National Register listing update consulting services, and (b) on February 15, 2019 Addendum No. 1 to Purchasing Office Solicitation No. 2019-006 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, SERVICE PROVIDER submitted a proposal dated March 15, 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. SERVICE PROVIDER included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with SERVICE PROVIDER’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. SERVICE PROVIDER has now also submitted a/{number} Certificate(s) of Insurance (“CERTIFICATE(S) OF INSURANCE”), a copy/copies of which is/are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE(S) 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 SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER 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(S) 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 SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER 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.
7. SERVICE PROVIDER agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

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8. SERVICE PROVIDER has now also submitted CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on April 23, 2019 to SERVICE PROVIDER the purchase of Hincheyville Historic District National Register listing update consulting services pursuant to SOLICITATION and SUBMITTAL.
10. Other than attending the scheduled State Review Board meeting to represent the nomination update request, which meeting may occur after September 30, 2019, products shall be delivered and services shall be rendered to the satisfaction of CITY by September 30, 2019 unless a later delivery / rendering has been authorized in writing by CITY. Failure by SERVICE PROVIDER to meet the delivery / rendering schedule shall constitute grounds for CITY to consider SERVICE PROVIDER to be in breach of contract.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SERVICE PROVIDER:

For CITY:

(signature of SERVICE PROVIDER's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: City Administrator

Approved as to Form:

Tiffani M. Pope, Staff Attorney

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0103)

Attachment No. 1

Excerpts from 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.: 2019-006


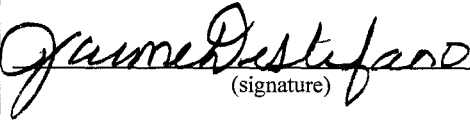
Proposer's name, street address, and mailing address (if different):	JLD Preservation Consulting LLC ATTN: Jaime Destefano 231 Riverside Drive Nashville, TN 37206
Proposer's contact person's name (printed), title, telephone number and e-mail address:	Jaime L. Destefano, Owner 404-694-2066 JLD.PreservationConsulting@gmail.com
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 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, proposer takes no exceptions.
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:	120 _____ days after receipt of order.
Last date (no sooner than June 30, 2019) that proposal and associated pricing is valid and may be accepted by the City:	June 30, 2019
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 proposer prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Bank 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.: 2019-006

Proposer's name:	<u>JLD Preservation Consulting LLC</u>
<p>Are the following components included with this Proposal Submittal Form in the submittal?</p> <ul style="list-style-type: none"> • Detailed proposer-supplied description of proposed product(s) and/or service(s); • Identification, listing and description of any exceptions to the procurement solicitation; • Proposer-supplied contact information for references required per the Request for Proposals pertaining to this procurement solicitation; • Standard Procurement Terms and Conditions of the City of Franklin, with the proposer's contact information inserted; • Proposer 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; and • Affidavit of Title VI Compliance, executed in full. 	<p><input checked="" type="checkbox"/> Yes, see enclosed.</p> <p><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).</p>
<p>Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its proposal, it is the responsibility of each potential proposer to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</p>	<p><input checked="" type="checkbox"/> Addendum No. 1.</p> <p><input type="checkbox"/> Addenda Nos. 1 through _____.</p> <p><input type="checkbox"/> No addenda.</p>
<p>Subscription and affirmation of proposer's authorized representative: By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.</p>	 _____ (signature)
<p>Signature of proposer's authorized representative: I affirm that I am authorized by the proposer to sign this Proposal 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 proposal submitted herewith.</p>	 _____ (signature)
Title of proposer's authorized representative:	<u>Owner, Principal Architectural Historian</u>
Date of signatures:	<u>03/15/2019</u>



March 15, 2019

City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, TN 37064

Subject: Hincheyville Historic District National Register Update
Solicitation No. 219-006

To Whom It May Concern.

JLD Preservation Consulting, LLC ("JLD Consulting") is pleased to provide the following proposal for the completion of a National Register update for the Hincheyville Historic District in Franklin, Tennessee. JLD Consulting is a woman-owned small business based in nearby Nashville.

This proposal includes all requested documentation as outlined in the RFP. I believe you will find that JLD Consulting's Principal Architectural Historian, Jaime L. Destefano, has considerable experience conducting intensive-level architectural surveys and National Register nominations throughout the country, including Tennessee. If you have any questions about this proposal or have additional needs please do not hesitate to contact me. Thank you for the opportunity to be of service. I look forward to working with you on this project.

Sincerely yours,
JLD Preservation Consulting, LLC

Jaime L. Destefano, MSHP
Principal Architectural Historian and Founder

WORK PLAN

JLD Preservation Consulting, LLC (“JLD Consulting”) is prepared for and committed to the timely completion of the necessary research, fieldwork, photographic documentation, and mapping required for the successful completion of a National Register (“NR”) update for the Hincheyville Historic District, which was listed on the NR in 1981. Due to the passage of time since the neighborhood was placed on the NR, there is a potential for an expansion of the period of significance. As such, a re-evaluation of the 62 resources within the existing district is necessary in terms of contributing versus non-contributing status. Further, with an increase in the period of significance, there is potential for the inclusion of additional contributing properties into the district that are located along the periphery of the current district boundaries.

JLD Consulting is prepared to begin work on the project immediately upon receipt of the Notice to Proceed. We have the necessary, in-house resources to efficiently and effectively complete all scopes of work for the fieldwork, photographic documentation, mapping, and preparation of an updated NR nomination while meeting all project deliverable deadlines. Among these resources include printing and binding supplies, personal office space, laptops for travel, cellular devices, and NR-required inkjet photograph printer, among others. In addition to Microsoft Office Suite products, JLD Preservation Consulting has full access to AutoCad for the completion of clean, detailed mapping, GIS capabilities, Google Earth, and PhotoShop, among other programs beneficial to producing high-quality photographs and mapping.

JLD Preservation Consulting, LLC will assign a Project Coordinator who meets the Secretary of Interior-Qualified Professional standards for Architectural History. The Project Coordinator will coordinate with the Tennessee Historical Commission (THC) and the the City of Franklin (“The City”) regarding project goals and expectations, research appointments and project deliverables. In addition, JLD Consulting would consult with the THC National Register staff following fieldwork and background research to discuss the recommended update to the period of significance, contributing versus non-contributing building status within the existing district, and the potential for a boundary expansion to include additional significant resources into the NR district.

Bi-weekly status updates will be provided throughout the contract term, unless requested otherwise. Any unforeseen occurrences will be addressed as quickly as possible in order to remain on schedule for anticipated deadlines.

Jaime L. Destefano, MSHP will be the assigned Project Coordinator. Ms. Destefano will conduct all scopes of work for the field survey and NR nominations. Ms. Destefano will handle coordination of all correspondence and tasks, as well as conduct the necessary research and site visit, photographic documentation and mapping, and author the final NR update. Ms. Destefano will represent JLD Preservation Consulting at the State Review Board.

Project Initiation, Review of Existing Documentation, and Public Meeting

Immediately upon receipt of the Notice to Proceed, JLD Consulting will consult with the City to discuss project objectives and to answer questions.

Prior to the fieldwork, JLD Consulting will begin a review of all existing documentation and background research related to the project area that is available online or provided in digital format by THC and the City. If necessary, we will coordinate with THC and the City to schedule appointments at each respective records office for review of existing documentation relative to the project area prior to the fieldwork.

Utilizing tax parcel maps, historic Sanborn Fire Insurance Maps, City Directories, previous survey documentation, and additional available resources, JLD Consulting will garner sufficient research in order to expand upon the existing statement of significance for the historic district.

Fieldwork

The Project Coordinator will first conduct fieldwork within the existing National Register Historic District. The field survey will include taking a minimum of 3 photographs of each property within the district, including auxiliary buildings, if visible from the public right-of-way. All digital photographs and prints will adhere to the National Register and THC digital photograph policies.

Using the tax parcel maps, each parcel will be assigned a contributing versus non-contributing status based on its level of historic integrity and whether its date of construction falls within the recommended expanded period of significance.

Field observations will be taken during the fieldwork that includes streetscape character, trends in setback, scale, architectural types and styles, and landscaping, among others. Common alterations observed among all resources will also be noted.

Should the City and THC agree to consider including an expansion of the historic district boundary, a windshield survey will be conducted along the periphery of the existing boundary. The windshield survey will identify a recommended boundary increase area, within which each resource will be photographed and assigned a contributing/non-contributing status.

Organization of Field Notes, Recommendations, Mapping, and Inventory

Following the fieldwork and research, JLD Consulting will provide the City and THC with the following documentation to be reviewed prior to the preparation of the NR nomination update:

- 1) A statement of the recommended period of significance extension
- 2) A detailed map showing the boundaries of the current historic district with each resource identified by contributing versus non-contributing status (based on the extend period of significance)
- 3) The same map shall also identify the recommended boundaries for a potential expansion of the current district. Properties within the expansion area will be identified as contributing versus non-contributing
- 4) a thumb drive containing all photographs of each resource within the existing historic district, as well as the expansion area
- 5) An updated statement of significance based on the an extend period of significance, boundary expansion, and additional research
- 6) A detailed inventory spreadsheet will be presented to include address, parcel number, property owner, previous NR inventory number (if applicable), date of construction, original function, building type, architectural style, alterations, contributing versus non-contributing recommendation, and a thumbnail photograph.

Preparation of National Register Update

Upon THC and the City's agreement of the recommended period of significance and boundary expansion (if applicable), JLD Consulting will prepare the required photographic documentation and mapping required for submittal to the National Park Service for the nomination update.

JLD Consulting will complete the architectural description with detailed inventory (Section 7 of the NR nomination), which will be submitted to THC for their review, if necessary. The Statement of Significance (Section 8) will then be prepared and also submitted to THC for their review. Upon approval of both sections of the nomination, a full draft of the nomination will be prepared. Upon approval of the draft nomination and supplemental documentation, a final draft shall be prepared for the State Review Board

Jaime Destefano will be present at the State Review Board to represent the nomination and address questions, if any.

Changes to the nomination, if any, will be addressed within two weeks of receipt.

QUALIFICATIONS AND EXPERIENCE

JLD Preservation Consulting, LLC is a woman-owned and operated small business founded by Jaime L. Destefano in 2018. Jaime has considerable experience completing National Register nominations, including individual, multiple property, and district nominations; architectural surveys; cemetery surveys; HABS documentation; and conditions assessments, among other preservation-related documentation projects. In addition, she has completed hundreds of Section 106 evaluations throughout the country. Her high-quality deliverables have received recognition from State Historic Preservation Offices for a number of preservation-related projects, including National Register nominations and large-scale architectural surveys.

Jaime L. Destefano, Project Coordinator & Principal Architectural Historian

Ms. Destefano received a Bachelor of Science in Anthropology with a concentration in historic archaeology. Upon receipt of her Master of Science in Historic Preservation in 2008, Ms. Destefano served as a US/ICOMOS intern in Falmouth, Jamaica where she conducted a large-scale architectural survey of the late-18th to mid-20th century town. Ms. Destefano is particularly interested in the documentation and preservation of our historic built environment. As such, Ms. Destefano served as National Register Reviewer for the Tennessee Historical Commission (THC). In addition to the NR nominations completed and reviewed by Ms. Destefano while with the THC, the majority of her architectural history and historic documentation experience was acquired through her work as a preservation consultant. Ms. Destefano has coordinated and authored numerous historical investigations, contexts, and reports. She has conducted historic resource reports, architectural surveys, HABS documentation, and cemetery surveys, among others. She strives to produce high-quality and well-received products.

Ms. Destefano's resume is provided in Attachment A.

ANTICIPATED SCHEDULE

JLD Preservation Consulting is prepared to begin work immediately upon execution of a contract with the City. We understand that all finalized material, including the draft nominations, completed database entries, maps, and digital photos and media, must be completed no later than **September 30, 2019**. The following anticipated schedule presumes that the contract will be executed by April 9, 2019. Should the contract be finalized after this date, anticipated deadlines of project milestones will be extended accordingly. JLD Preservation Consulting is committed to meeting all milestone dates as presented. Based on current workload and utilization, we foresee no setbacks in project deadlines.

SCOPE

ANTICIPATED COMPLETION

Background Research and Fieldwork	May 9, 2019
Submittal of Inventory Spreadsheet, Photographs and Recommendations	May 30, 2019
Submittal of Section 7 and Supplemental Documentation	June 15, 2019*
Completion of Draft Nomination Update	July 31, 2019
Finalization of Nomination**	TBD
Attendance at the State Review Board Meeting	TBD

*This date is based on the review time of THC of recommended boundaries, inventory, etc.
** JLD Consulting will commit to addressing all comments, if any, within ten working days of receipt.

CITY BENEFITS

In addition to the timely completion of the National Register update, JLD Consulting recognizes the significance of this project and the City's efforts to inform the public of the long-term benefits of historic preservation. As such, should the City wish to organize a public meeting in Franklin, JLD Consulting is prepared to attend to discuss the benefits of National Register listing, the facts and myths of listing, and the benefits provided by listing.

During the course of the project, JLD Consulting prepares a detailed inventory spreadsheet in Excel format documenting architectural types and styles, and alterations, among other useful information. The spreadsheet will be provided to the City for their records. It is often a beneficial tool in future planning efforts to continue to document changes within the historic district (in-fill construction, demolition, etc.)

JLD Consulting is Nashville-based, a short distance from the City of Franklin. Due to our close proximity, we are available frequently to visit Franklin throughout the course of the project.

PRICE BUDGET

JLD Preservation Consulting LLC will perform the outlined scope of work for a lump sum fee of \$7,950. This fee includes all costs for labor, travel and expenses. No adjustments will apply unless we are asked to do work beyond the outlined scope of work. No additional expenses shall be passed to the City.

JLD Consulting recommends the following schedule of fees/disbursements, which is subject to agreement between the City and THC:

Payment 1: Submittal of Inventory, Photographs, and Recommendations to THC for review = \$3,000.00

Payment 2: Completion of the final draft nomination for the State Review Board = \$4,950.00

Conflict of Interest

To our knowledge, there is no conflict of interest between JLD Consulting and the City of Franklin.

Insurance

JLD Consulting's current insurance coverage meets all of the requirements of the City of Franklin. A Certificate of Insurance is available upon request.

Financial


JLD Consulting has available funding to support all scopes of work through project completion. Further, a number of ongoing projects are expected to be completed and paid prior to awarding of the Hincheyville nomination update.

City of Franklin
Solicitation No. 2019-006


ATTACHMENT A


RESUME


Jaime L. Destefano, MSHP

231 Riverside Drive 

Nashville, TN 37206

404-694-2066 

jldestefano@gmail.com 

Linkedin.com/in/jaimedestefano 

Experience

JULY 2018-PRESENT

OWNER, PRINCIPAL ARCHITECTURAL HISTORIAN JLD PRESERVATION CONSULTING, LLC, NASHVILLE, TN

- Coordinating and authoring historic preservation-related projects including National Register nominations, HABS documentation, archival photographic documentation, architectural surveys, cultural resource assessments, cemetery surveys and conservation plans, and design guidelines, among others
- Coordinating and authoring extensive historic-preservation projects for DOTs
- Authoring and reviewing Section 106 documentation
- Preparing of Cultural Resource Assessments, MOAs, and EAs.
- Conducting and reviewing NRHP eligibility determinations for historic structures, landscapes, and cemeteries
- Participating in and presenting at public meetings, conferences, and seminars related to Historic Preservation planning

AUGUST 2008-JULY 2018 (EMPLOYED ELSEWHERE 11/11 TO 2/13)

PRINCIPAL ARCHITECTURAL HISTORIAN / HISTORY, INC./ENVIRONMENTAL CORPORATION OF AMERICA, ALPHARETTA, GA AND NASHVILLE, TN

- Coordinating and authoring historic preservation-related projects including National Register nominations, HABS documentation, archival photographic documentation, architectural surveys, cultural resource assessments, cemetery surveys and conservation plans, and design guidelines, among others
- Managing and coordinating NEPA compliance for telecommunications facilities
- Coordinating and authoring extensive historic-preservation projects for DOTs
- Authoring and reviewing Section 106 documentation
- Preparing of Cultural Resource Assessments, MOAs, and EAs.
- Conducting archaeological site investigations
- Conducting and reviewing NRHP eligibility determinations for historic structures, landscapes, and cemeteries
- Participating in and presenting at public meetings, conferences, and seminars related to Historic Preservation planning

NOVEMBER 2011 – FEBRUARY 2013

National Register Reviewer / Tennessee Historical Commission, Nashville, TN

- Research and writing of National Register nominations
- Assisted the public in completing National Register nomination forms
- Processed all National Register nominations in accordance with applicable regulations (36CFR60)
- Advised agencies and staff members working with agencies (CLG, tax credit, 106) on the eligibility of properties to the National Register
- Prepared meetings for the State Review Board

- Presented National Register nominations and coordinated official business at the State Review Board
- Reviewed and administered Federal Preservation grants
- Participated in public meetings and conferences relative to the National Register
- Prepared and presented PowerPoint presentations on a multitude of topics including the National Register, how to evaluate historic resources, how to conduct research, and common residential architectural styles

JUNE 2008 – AUGUST 2008

**US/ICOMOS PRESERATION INTERNSHIP / Falmouth Heritage Renewal,
Falmouth, Jamaica**

- Completed an intensive-level architectural survey of approximately 1200 buildings within the proposed Historic District.
- Assisted in the development of an architectural inventory.
- Assisted in the establishment of a set of guidelines for preservation within the Historic District
- Assisted in the development of methods to determine preservation priorities within the Historic District

AUGUST 2006 – MAY 2008

**HISTORIC PRESERVATION GRADUATE STUDENT AND FELLOWSHIP
RECIPIENT / CLEMSON UNIVERSITY/COLLEGE OF CHARLESTON**

- Thesis: “Benefits of Three-Dimensional Digital Modeling: A Case Study of Charleston’s Upper Commercial Corridor” – using 3D modeling to assist in historic district/city planning
- Conducting extensive property, deed, and archival research.
- HABS Documentation – Level 1 drawings
- Hands-on materials analysis, condition and conservation assessments
- Utilizing conservation/preservation techniques such as mixing lime mortar, brick repointing, paint consolidation, gravestone cleaning and conservation, etc.
- Contextual design, site analysis, and programming

Education

MAY 2008

**M.S. HISTORIC PRESERVATION/ CLEMSON UNIVERSITY AND COLLEGE OF
CHARLESTON, CHARLESTON, SC**

MAY 2002

B.S. ANTHROPOLOGY / COLLEGE OF CHARLESTON, CHARLESTON, SC

Representative Projects

National Register Nominations – Authored, Co-authored

- Isle of Wight County Courthouse Complex, Isle of Wight, Virginia (in progress)
- Nike Park ColdWar-Era, Smithfield, Virginia (in progress)
- Dixville/Habersham Historic District, Brunswick, Georgia (Listed 2016)
- Kenner Manor Neighborhood Historic District, Nashville, TN (Listed 2016)
- Lincoln National Bank, West Virginia (Listed 2015)
- Bluefields Subdivisions Historic District (Listed 2016)
- Inglewood Place Historic District (Listed March 2016)
- Jackson Park Historic District (Awaiting NPS Review)
- South Drummond Street Neighborhood Historic District, Vicksburg, Mississippi (Review Board scheduled for July 2015)

- American Legion Bohannon Post #4, Livingston, Overton County, Tennessee (Listed August 2012)
- Mollie and Neel Glenn House, Springfield, Robertson County, Tennessee (Listed August 2012)
- National Teacher's Normal & Business College Administration Building, Henderson, Chester County, Tennessee (Listed March 2012)
- Fruitvale Historic District, Fruitvale, Crockett County, Tennessee (Listed November 2012)
- Milan Masonic Lodge, Milan, Ripley County, Indiana (Listed January 2013)
- Krahwinkel Farmouse, Owensboro, Daviess County, Kentucky (Listed July 2013)
- Bodenham Mill, Pulaski, Tennessee (Listed April 2013)
- Moye-Green House, Portland, Sumner County, Tennessee (Listed April 2013)

Professional Projects and Papers

Sylva, NC107, National Register Evaluations and Historic Context (2018) **Sylva, NC**
Principal Architectural Historian and author of an intensive-level survey and formal National Register Eligibility Evaluation report six historic resources within the APE of a proposed North Carolina Department of Transportation project in Jackson County. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

Historic Resources Survey (2017) **Sylva, NC**
Principal Architectural Historian and author of an intensive-level survey and historic resources assessment of approximately 90 resources along NC107 and within the APE of a proposed North Carolina Department of Transportation project in Jackson County. Report included architectural descriptions and National Register eligibility evaluations for all historic resources, as well as the preparation of shapefiles and a PowerPoint presentation to present findings to NCDOT.

Granite Falls Mill Village - National Register Evaluation and Historic Context (2017) **Granite Falls, NC**
Principal Architectural Historian and author of an intensive-level survey and formal National Register Eligibility Evaluation report for the Granite Falls Mill Village. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

Stockton House, Historic Resource Report and National Register Evaluation (2017) **Macon County, NC**
Principal Architectural Historian and author of an intensive-level survey and formal National Register Eligibility Evaluation report for the Stockton House in Macon County, North Carolina, on behalf of North Carolina Department of Transportation. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

Hot Springs - National Register Evaluation for Six Properties (2017) **Hot Springs, NC**
Principal Architectural Historian and author of an intensive-level survey and formal National Register Eligibility Evaluation report for six early-20th century residences in Hot Springs. The report included the development of a historic context, architectural descriptions and integrity assessments, recommendations for National Register-eligibility, and high-quality photographic documentation.

Mt. Sinai Church National Register Eligibility Determination (2016) **Franklin, NC**
Principal Architectural Historian and co-author of an intensive-level survey and formal National Register Eligibility Evaluation report for the Mt. Sinai Church in Franklin, North Carolina, and on behalf of North Carolina Department of Transportation. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

Dysart-Martin House National Register Eligibility Determination (2016) **Marion, NC**
Principal Architectural Historian and co-author of an intensive-level survey and formal National Register Eligibility Evaluation report for the Dysart-Martin House, a mid-19th century brick I-House, in Marion, North Carolina on behalf of North Carolina Department of Transportation. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

NC DOT I-40 Historic Resources Survey (2016)

Candler, NC

Principal Architectural Historian and co-author of an intensive-level survey and historic resource assessment of approximately 45 resources along I-40 and within the APE of a proposed North Carolina Department of Transportation project in Buncombe County. Report included architectural descriptions and National Register eligibility evaluations for all historic resources, as well as the preparation of shapefiles and a PowerPoint presentation to present findings to NCDOT.

Mt. Sinai Church National Register Eligibility Determination (2016)

Franklin, NC

Principal Architectural Historian and author of an intensive-level survey and formal National Register Eligibility Evaluation report for the Mt. Sinai Church in Franklin, North Carolina, and on behalf of North Carolina Department of Transportation. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

Dysart-Martin House National Register Eligibility Determination (2016)

Marion, NC

Principal Architectural Historian and author of an intensive-level survey and formal National Register Eligibility Evaluation report for the Dysart-Martin House, a mid-19th century brick I-House, in Marion, North Carolina on behalf of North Carolina Department of Transportation. The report included the development of a historic context, architectural description and integrity assessment, recommendations for National Register-eligibility, and high-quality photographic documentation.

NC DOT I-40 Historic Resources Survey (2016)

Candler, NC

Principal Architectural Historian and co-author of an intensive-level survey and historic resource assessment of approximately 45 resources along I-40 and within the APE of a proposed North Carolina Department of Transportation project in Buncombe County. Report included architectural descriptions and National Register eligibility evaluations for all historic resources, as well as the preparation of shapefiles and a PowerPoint presentation to present findings to NCDOT.

Talladega Historic Resources Survey (2015-2016)

Talladega, AL

NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of the Courthouse Square and Silk Stocking Historic Districts, both are listed on the National Register. The project includes the re-evaluation of contributing versus non-contributing status of historic resources, as well as recommendations for updating the Period of Significance and expanding boundaries. Based on the survey, National Register nomination updates will be prepared.

Albany Phase II Historic Resources Survey (2015-2016)

Albany, GA

NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of an late-19th to mid-20th century commercial and residential urban area in Albany, Dougherty County, Georgia. The survey included entering data into NAHRGIS for all surveyed resources (total of 640 resources), the preparation of a survey report detailing our findings, and an evaluation of National Register eligibility.

Carrollton Historic Resources Survey (2015-2016)

Carrollton, GA

NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of a mid-19th to early-20th century residential neighborhood, and the downtown commercial district in Carrollton, Carrol County, Georgia. Both survey areas are located within existing National Register historic districts. The project included recommendations for Design Guidelines for the South Carrollton In-Town Residential District. The survey included entering data into NAHRGIS for all surveyed resources (total of 350 resources), the preparation of a survey report detailing our findings, and recommendations of National Register eligibility, among other project objectives.

Rawson Circle/Park Historic Resource Survey and Historic District Expansion Report (2015)

Albany, GA

NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of an early- to mid-20th century residential neighborhood in Albany, Dougherty County, Georgia. The survey included entering data into NAHRGIS for all surveyed resources (total of 841 resources), the preparation of a survey report detailing our findings, and an evaluation of National Register eligibility. The project also included a separate report assessing the potential expansion of a locally-designated historic district.

City of McComb Historic Resource Survey of the States Area Neighborhood (2015)

McComb, MS

NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of a late-19th century to mid-20th century residential neighborhood in McComb, Mississippi. The survey included the preparation of archival-quality inventory forms for all surveyed resources (approximately 250 resources), the preparation of a survey report detailing our findings, and an evaluation of National Register eligibility.

South Central Aberdeen Historic District Re-Survey (2015) **Aberdeen, MS**
NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of a mid-19 century to mid-20th century residential area in Aberdeen, Mississippi. The survey was a re-evaluation of an existing National Register Historic District listed in 1988. The project included the preparation of archival-quality inventory forms for all surveyed resources (approximately 250 resources), the preparation of a survey report detailing our findings, and a re-evaluation of contributing/non-contributing status.

South Drummond Street Neighborhoods Survey and NR Nomination (2015) **Vicksburg, MS**
NPS Grant-funded project. Principal Architectural Historian for a large-scale historic resources survey of late-19 century to mid-20th century residential neighborhoods in Vicksburg, Mississippi. The earlier neighborhoods began as streetcar suburbs. As the city continued to expand, evolving trends in residential planning and design are represented within the survey area and proposed NR district. The survey included the preparation of archival-quality inventory forms for all surveyed resources (approximately 250 resources), the preparation of a survey report detailing our findings, and an evaluation of National Register eligibility. In addition, a National Register nomination was prepared based on the findings of the survey.

Kelly Mill Historic District Architectural Survey and National Register Evaluation **Cumming, GA**
Principal Architectural Historian for a historic resources survey of the late-19th to mid-20th century residential historic district in Cumming, Forsyth County, Georgia. The survey included entering data into the Georgia NAHRGIS for all surveyed resources, the preparation of a survey report detailing our findings, and an evaluation of National Register eligibility.

Beaver Run Farm: Mid-20th Century Progressive Farming in Middle Georgia **Gray, GA**
Principal Architectural Historian for a cultural resource assessment of an early- to mid-20th century farmstead located in Gray, Jones County, Georgia. The assessment focuses on the farmstead within the agricultural context of Jones County, particularly during the progressive era. Archival Photographic Documentation in accordance with GA SHPO "Guidelines for Establishing a Photographic Archival Record" supplements the report.

Cedar Bluff, Cherokee County, Alabama Historic Resources Architectural Survey **Cedar Bluff, AL**
Principal Architectural Historian for the completion of an intensive-level architectural survey and historic resource assessment for approximately 150 properties within the town of Cedar Bluff. The majority of the resources ranged in date from the early-20th century to present-day, with a particular focus on the development surge in mid-20th century development observed. The project included the completion of an individual survey form for each resource 50-years or older and the preparation of an approximate 50-page survey report. The survey report included methodology, a historic context, architectural assessment, and recommendations.

Centre, Cherokee County, Alabama Historic Resources Architectural Survey and Report **Centre, AL**
Principal Architectural Historian for the completion of an intensive-level architectural survey and historic resource assessment for approximately 250 properties within the town of Centre. The majority of the resources ranged in date from the mid-19th century to present-day, with a particular focus on the development surge in mid-20th century development observed. The project included the completion of an individual survey form for each resource 50-years or older and the preparation of a 50-page survey report. The survey report included methodology, a historic context, architectural assessment, and recommendations.

"Women's Clubhouses in Tennessee: Analysis of Four National Register-Listed Sites" (2012)
Conference Paper Presented at the Southeast Chapter of Architectural Historians Annual Conference in Athens, GA
Recipient of the *Emerging Professionals Scholarship*.

Wagner Heights Subdivision, Architectural Survey (2012) **Savannah, GA**
Principal Architectural Historian for the completion of an architectural survey and historic resource assessment for the early-20th century Wagner Heights Subdivision in East Savannah, Chatham County. The project included the completion of an individual survey form for each resource 50-years or older entered into Georgia's NAHRGIS.

Acworth Mill & Mill Village, GA HDIF Form (2011) **Acworth, GA**
Principal Architectural Historian for the completion of a Georgia Historic District Information Form which contains all information, maps, and photographs necessary for the completion of a National Register nomination. The Acworth Mill and Mill Village is an excellent surviving example of the paternalistic southern mill village of the early to mid-

20th century. The historic district encompasses the mill facility, ball fields, schoolhouse, and approximately 50 worker's cottages.

Turpin Farmstead: An Agricultural History and Cultural Resource Report (2011) **Stockbridge, GA**
Principal Architectural Historian for a cultural resource assessment of an early- to mid-20th century farmstead located in Stockbridge, Henry County, Georgia. The assessment focuses on the farmstead in the agricultural context of Henry County. Archival Photographic Documentation in accordance with GA SHPO "Guidelines for Establishing a Photographic Archival Record" supplements the report.

Abbeville Commercial District, NR Draft Nomination (2011) **Abbeville, AL**
Principal Architectural Historian for the Abbeville Commercial District NR nomination for Section 106 Compliance. The historic district contains approximately 100, early-20th century commercial resources.

Stage Coach Inn and Methodist Church (c.1830), Level II HABS, and NR Draft Nominations(2011)
Pickensville, AL
Principal Architectural Historian for the completion of NR draft nominations for each structure and Level II HABS documentation for each. Photographic documentation of the Upper Pickensville Cemetery was also completed.

Holland Homestead and Slay Farm, Cultural Resources Report and Eligibility Determination (2010)
White Plains, AL
Principal Architectural Historian for the completion of archival quality photographic documentation of two early-20th century farmsteads in White Plains, Chambers County, Alabama. A detailed cultural resource report of each farmstead was completed which provided an evaluation of each resource on the property and eligibility determinations and recommendations.

Little Five Points Commercial District, Historic Resource Report and Survey (2009-2010) **Atlanta, GA**
Principal Architectural Historian for the completion of archival quality photodocumentation and a detailed cultural resource report of Atlanta's Little Five Points Commercial District as the city's first regional shopping center. The report included the development of a historic context, map study, and a description and assessment of existing historic resources.

North Milledgeville Historic Resource Survey and Report (2009-2010) **Milledgeville, GA**
Principal Architectural Historian for an intensive architectural survey of a late 19th to early 20th century portion of historic Milledgeville, Georgia. The project included the survey of over 200 structures, the entry of each into the Georgia NAHRGIS online database, and the completion of a cultural resource report and analysis of the structures.

Pineville Methodist Cemetery Survey (2009) **Pineville, AL**
Principal Architectural Historian for included the completion of a cemetery survey and photodocumentation of a rural, mid-19th century cemetery in Monroe County, Alabama.

Professional Certifications/Honors

Tennessee Preservation Trust, Board of Directors Member, January 2016 – 2017
Secretary of the Interior's 36CFR61 Professional Qualification Standards for Architectural History, History & Historic Preservation

Nashville Historic Preservation Awards, Selected as Judge: 2014

Traditional Cultural Places, NPI Certification: March 2014

NEPA Compliance and Cultural Resources, NPI Certification: December 2013

Section 4(f) Compliance for Historic Properties, NPI Certification: December 2013

Section 106: A Review for Experienced Practitioners, NPI Certification: April 2013

A Model for Identifying and Evaluating Historical Significance of Post-WWII Housing Certification: Transportation Research Board, December 18, 2012

2012 Emerging Professional Scholarship Recipient – Southeast Chapter of the Society of Architectural Historians: Women's Clubhouses of Tennessee

Introduction to NEPA and Transportation Decisionmaking: NHI training March 2013

NEPA Cumulative Effects Analysis and Documentation, GA DOT Certification Training: September 21-22, 2011

Identification and Evaluation of Mid-20th Century Architecture, NPI Certification: April 10 and 11, 2011

2009 Peterson Prize: Member of Fourth Place Winning Team for HABS Level Drawings – Magnolia Cemetery

2007 Peterson Prize: Member of the Second Place Winning Team for HABS Level Drawings – Othniel Beale House

ATTACHMENT B REFERENCES

ALL REQUIRED DEADLINES AND PROJECT DELIVERABLES FOR EACH PROJECT WERE MET IN A TIMELY MANNER, OFTENTIMES SURPASSING DELIVERABLE EXPECTATIONS

Metro Nashville Historic Commission
Sunnyside in Sevier Park
3000 Granny White Pike
Nashville, Tennessee 37204

Completed Projects: Bluefields Historic District National Register Nomination (2015-16)
Jackson Park National Register Nomination
Inglewood National Register Nomination

Jessica Harmon
Senior Planner
City of Kingsport
P: 423-343-9783
JessicaHarmon@KingsportTN.gov

Completed Projects: Intensive-Level Survey of Downtown Kingsport, Sullivan County, Tennessee including an evaluation of individual and historic districts for listing in the National Register of Historic Places (2017-2018)

Eric Reisman
Survey Manager
MS Dept. of Archives and History
601-576-6951
ereisman@mdah.ms.gov

Completed Projects: Phase I of the South Central Aberdeen Historic District Re-survey (2014-2015)
City of McComb States Area Neighborhood Survey
Phase I of the Drummond Street Survey, National Register Nomination

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, Jaime Destefano, deposes and makes oath that:
(printed name of person signing Affidavit)

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

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

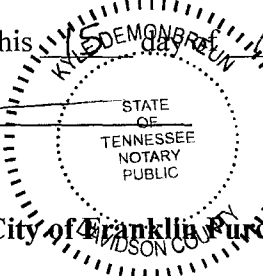
- 2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
- 3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
- 4. Neither the said Bidder or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

[Signature]
(signature of Affiant)

Owner, Principal Architectural Historian
(title of Affiant)

Sworn and subscribed to before me this 15th day of March, 2019

[Signature]
(Notary Public)



My Commission Expires: September 7, 2020

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019_006)

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, Jaime Destefano, 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)
JLD Preservation Consulting, LLC,
(legal name of entity submitting bid or proposal)

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

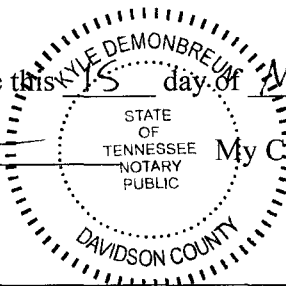
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class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

Jaime Destefano
(signature of Affiant)

Owner, Architectural Historian
(title of Affiant)

Sworn and subscribed to before me this 15 day of March, 2019

Kyle Demombreux
(Notary Public)



My Commission Expires: My Commission Expires
September 7, 2020

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0103)

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. 2019_006
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:

JLD Preservation Consulting LLC
Jaime Destefano
231 Riverside Drive
Nashville, TN 37206
N/A
JLD.PreservationConsulting@gmail.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. 2019-0103)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
				Commercial General Liability	
				Automobile Liability	
				Workers Compensation and Employers' Liability	
				Professional Liability	

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2019-0103)

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, Jaime Destefano 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)
JLD Preservation Consulting LLC,
(legal name of entity submitting bid or proposal)

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

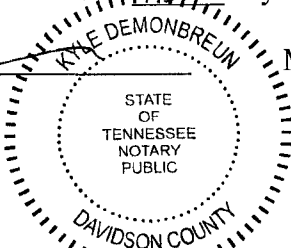
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, 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 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.

Jaime Destefano
(signature of person whose printed name appears above)

Owner/Principal Architectural Historian
(title of person whose printed name appears above)

Sworn and subscribed to before me this 15 day of March, 2019

Kyle Demonbreun
(Notary Public)



My Commission Expires: My Commission Expires
September 7, 2020

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019 006)