

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0012)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Civil & Environmental Consultants, Inc. of Franklin, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on November 19, 2015 Purchasing Office Solicitation No. 2016-015, a procurement solicitation for bids for performance upon demand of the following water and wastewater contract services for the specified term of award: annual stream bioassessment sampling, testing and identification, (b) on November 20, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-015, (c) on November 20, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-015, and (d) on December 1, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-015, (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated December 4, 2015 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR included in SUBMITTAL CITY’s Standard Procurement Terms and Conditions with VENDOR’s contact information inserted (“CITY’S TERMS”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any exercised extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any exercised extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or 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. 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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

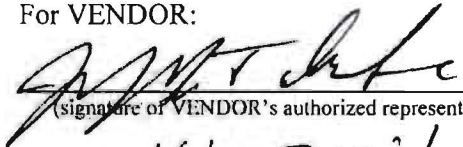
(City of Franklin Contract No. 2016-0012)

have been approved by CITY in advance of that subcontractor commencing work for this procurement.

8. VENDOR included in SUBMITTAL CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded, as of the date of execution of this AGREEMENT, to VENDOR the purchase of performance upon demand of annual stream bioassessment sampling, testing and identification services for the specified term of award, pursuant to SOLICITATION, SUBMITTAL, CITY'S TERMS, CERTIFICATE OF INSURANCE and INDEMNIFICATION AGREEMENT.
10. The term of award shall commence upon execution of this AGREEMENT and shall expire on June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for up to one (1) additional year, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including unit pricing; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) SOLICITATION; and (d) SUBMITTAL.

EXECUTED THIS 23 DAY OF March 2016

For VENDOR:


(signature of VENDOR's authorized representative)

TITLE: Vice President

For CITY:


(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:


Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0012)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

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

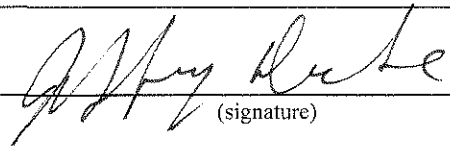
Purchasing Office Solicitation No.: 2016-015

| | |
|---|--|
| Vendor's name, street address, and mailing address: | <u>Civil & Environmental Consultants</u> <u>Suite 170</u> <u>325 Seaboard Lane</u> <u>Franklin, TN 37067</u> |
| Vendor's contact person's name (printed), title, telephone number and e-mail address: | <u>Jeffrey Duke</u> <u>Vice President</u> <u>615-333-7797</u> <u>jduke@cecinc.com</u> |
| Does the bidder take any exceptions to the City's procurement solicitation? | <input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions. |
| Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted? | <input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions. |
| Total quoted all-inclusive estimated bid price for all specified services for a twelve (12) month period: | \$ <u>4,877.10</u> |
| Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder? | <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____ |
| Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder? | <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____ |
| Last date (no sooner than February 29, 2016) that bid and associated pricing is valid and may be accepted by the City: | <u>31 December 2016</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. |
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Bid Submittal Form

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

Purchasing Office Solicitation No.: 2016-015

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

1. Solicitation identified: These specifications apply to the following procurement:
performance upon demand of the following water and wastewater contract services for the specified term of award: annual stream bioassessment sampling, testing and identification

Purchasing Office Solicitation No.: 2016-015

2. Notice to Bidders publication date: **November 19, 2015**
3. Solicitation release date: **November 19, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 1, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **December 10, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **January 8, 2016**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **January 26, 2016**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and perform for the City of Franklin Water Management Department the following specified water and wastewater contract services for the specified term of award: annual stream bioassessment sampling, testing and identification. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

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

10. General terms and conditions:

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

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

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

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

11.1. General:

11.1.1. C The contract services specified below are required by the City for the routine operation of the City's water treatment and wastewater treatment systems. Contract services as bid shall be designed to meet the needs of the City according to industry standards for this intended purpose, all in conformance with applicable US EPA, State of Tennessee and City of Franklin rules and procedures.

11.1.2. C The City seeks bids for the following specified water and wastewater contract services for a term of award to commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about March 1, 2016, and shall terminate June 30, 2017: annual stream bioassessment sampling, testing and identification.

City of Franklin Specifications

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11.1.3. C The frequency of the contract services are indicated below. Bidders are to quote one all-inclusive estimated price for all specified services for a twelve (12) month period. Bidders shall prepare and submit along with the Bid Submittal Form an itemized explanation of how it determined the all-inclusive estimated price for all specified services. The itemized explanation shall list estimated quantities, unit prices and extended prices (quantity multiplied by unit price) for each item for a twelve (12) month period. The unit prices shall be inclusive of all costs to the vendor of providing the specified services. The sum of the extended prices shall equal the all-inclusive estimated price for all specified services for a twelve (12) month period. The unit prices indicated on the itemized explanation shall be binding for the term of the award.

11.1.4. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including unit pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

11.1.5. Insurance requirements:

11.1.5.1. C Before award of the procurement by the City, the successful bidder shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

| Type of Coverage | Limits of Coverage | Certificate of Insurance |
|---|--|--|
| Commercial General Liability | \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate | Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached |
| Automobile Liability (Owned, Non-Owned, and Hired Vehicles) | \$1,000,000 Combined Single Limit Each Accident | Certificate Holder* only |
| Workers Compensation | Statutory limits | Certificate Holder* only |
| Employers Liability | \$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease | Certificate Holder* only |

City of Franklin Specifications
Purchasing Office Solicitation No.: 2016-015

| Type of Coverage | Limits of Coverage | Certificate of Insurance |
|--|-----------------------------------|--------------------------|
| Professional liability (environmental testing) | \$1,000,000 Combined Single Limit | Certificate Holder* only |

*Certificate Holder shall be listed as follows:

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

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

- 11.1.5.3.** C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

- 11.1.5.4.** C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

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- 11.2. Technical:**
- 11.2.1. Minimum Biological Parameters:**
- 11.2.1.1. C Frequency: Annually, during low flow, high temperature conditions.
- 11.2.1.2. C The survey shall be conducted by one or more qualified biologists.
- 11.2.1.3. C The successful bidder shall notify the City at least three weeks prior to the successful bidder conducting the biological survey so that the City, as permittee, may notify Tennessee Department of Environment & Conservation at least two weeks prior to the successful bidder conducting the biological survey.
- 11.2.1.4. C The specified quantity of sampling sites to be sampled is five (5). The specified quantity of sampling sites to be sampled represents the guaranteed minimum quantity of sampling sites to be sampled. On the itemized explanation of how it determined the all-inclusive estimated price for all specified services, bidders shall identify which of the itemized cost components of the bid are independent of, and which are variable according to, the actual quantity of sampling sites sampled.
- 11.2.1.5. C Sampling site locations, which were determined based upon riffle habitat and have already been approved by the Tennessee Department of Environment & Conservation, are indicated in Appendix A to these Specifications. Note that Appendix A contains two aerial photographs, one depicting the two (2) sampling site locations for the Water Treatment Plant (WTP) and one depicting the three (3) sampling site locations for the Water Reclamation Facility (WRF).
- 11.2.1.6. C The biosurvey shall integrate habitat assessment with macroinvertebrate assessment. The survey shall be conducted in accordance with semi-quantitative single habitat protocols issued by the Division as adapted from EPA's Rapid Bioassessment Protocols for Use in Streams and Rivers EPA / 841-B-99-002. Habitat shall be numerically assessed using the High Gradient Habitat Assessment Field Data Sheet in Appendix A of the EPA manual. Two 1-meter square Riffle kicks using a 500-micron net shall be collected as outlined in section 7.1 of the EPA Manual. Samples shall be composited and preserved for laboratory analysis. A 200-organism sub-sample shall be processed in accordance with section 7.3. All taxa are to be identified to the genus level. Biometrics and date interpretation must be completed in accordance with most current approved WPC methodology.

City of Franklin Specifications

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- 11.2.1.7. C The following information shall be recorded at each station during the biosurvey: (a) Water Temperature (°C); (b) Dissolved Oxygen (mg/l); (c) pH (S.U.); (d) Conductivity (µmhos); and (e) Stream Flow (cfs).
- 11.2.1.8. C Results of the chemical and biological stream sampling shall be reported by the successful bidder to the City of Franklin Water Management Department and then forwarded by the City of Franklin Water Management Department to the Tennessee Department of Environment & Conservation.
- 11.2.1.9. C A final report with two (2) copies shall be submitted to the City of Franklin within approximately 45 calendar days after completion of field work, and within not more than fourteen (14) calendar days after receipt of taxonomic data on samples collected.
- 11.2.1.10. C Successful bidder shall attend and conduct a post survey report review meeting with City staff at Water Management Department headquarters, 124 Lumber Drive, Franklin, TN 37064 or, at another location designated by the Water Management Department. For planning purposes, bids shall anticipate this meeting lasting a duration of two (2) hours from commencement to adjournment, not including travel time.
- 11.2.2. **Notes:**
- 11.2.2.1. C Any and all necessary containers, preservatives, coolers, ice and transportation shall be supplied by the successful bidder.
- 11.2.2.2. C Analysis verification shall be provided at no additional cost to the City. For any analysis not directly analyzed by bidder as denoted in original bid, permission must be granted by the City Water Management Department before said item is subcontracted for analysis.



December 9, 2015

Mr. Brian Wilcox
Purchasing Manager
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, TN 37064

SUBJECT: City of Franklin Solicitation No. 2016-015
Stream Bioassessment Services

Dear Mr. Wilcox:

Please find enclosed with this letter the solicitation package as required by the City of Franklin (the City), which includes the following:

- detailed CEC description of our services,
- CEC contact information for three references, plus current contracts with the City,
- the City Bid Submittal Form,
- the City Procurement Agreement,
- the City Standard Procurement Terms and Conditions,
- CEC's Certificates of Insurance,
- the City Affidavit of Non-Collusion,
- the City Affidavit of Drug-free Workplace,
- the City Affidavit of Title VI Compliance,
- the City Indemnification Agreement, and
- the City Specifications.

Thank you very much for the opportunity to bid on this Request for Proposal. We look forward to hearing from you.

Sincerely yours,

R. Deedee Kathman, Ph.D.
Senior Project Manager

Jeffrey T. Duke
Vice President

In-stream Bioassessment Sampling, Testing, and Identification
Purchasing Office Solicitation No. 2016-015
Harpeth River, Franklin, Williamson County, Tennessee

OVERVIEW

As part of the NPDES permit to the City of Franklin (herein the City) for its Water Treatment Plant (WTP) and Water Reclamation Facility (WRF), Tennessee Department of Environment and Conservation (TDEC) is requiring the City to perform benthic invertebrate surveys in 2016 in the Harpeth River, the receiving stream for the discharge. Harpeth River is in the Harpeth River-Spencer Creek HUC-12 (051302040105), and is considered non-supporting due to sediments/siltation, total phosphorus, *Escherichia coli*, and dissolved oxygen concentrations. The stream is located in the 71h ecoregion, Outer Nashville Basin. There are five monitoring sites on the stream, two near the WTP site and three near the WRF site, as shown in Solicitation No. 2016-015 Appendix A.

BENTHIC SURVEY

Field

The instream bioassessment will be performed in accordance with requirements listed in the permit, following the latest protocols from TDEC (2011) and EPA (Barbour *et al.* 1999). The instream bioassessment is to be performed during low flow, high temperature conditions, and consists of semi-quantitative, single habitat riffle kicks (SQKICK) taken at each of the five locations. Sampling will follow the TDEC protocols (2011), starting at the farthest downstream site and collecting two samples using a two-person, one-square-meter kick net with a 500 μ m mesh. Samples will be placed into a labeled Ziploc plastic bag, fixed with 80% ethanol, and double-bagged to ensure their integrity. Corresponding forms will be completed, including the stream survey field sheet and habitat assessment sheet.

Other field measurements at each site include the watershed characteristics; estimate of substrate composition; stream section lengths, widths, and depths; *in-situ* water quality parameters; water velocity and discharge; and habitat assessments. Photographs will be taken of the upstream and downstream views at each site.

The water quality parameters recorded at each site are water temperature ($^{\circ}$ C), dissolved oxygen (mg/L), pH (SU), and conductivity (μ S/cm [= μ mhos]). A multi-parameter meter will be calibrated each morning and evening of the sampling day. A Marsh-McBirney flow meter will be used to measure water velocities (ft/sec) for calculation of discharge flows (cfs).

The TDEC (2011) habitat assessment protocols will be followed at each site. A value for each parameter will be determined independently by two investigators, followed by discussions if an obvious numerical difference is found between a specific habitat parameter, and a consensus score listed. Ecoregion 71h requires the use of the High Gradient Stream assessment sheet to evaluate habitat. The 10 habitat parameters are totaled and the score compared to the habitat assessment guidelines. The guidelines are based on reference data and drainage area (i.e., in a stream in ecoregion 71h with a drainage area >2 square miles, a score ≥ 127 is considered not impaired; all of these sites have a drainage area >2 square miles). Streams determined to be “not impaired” are capable of supporting healthy benthic communities.

CEC will notify the City at least three weeks in advance of the sampling event.

Laboratory

In the laboratory, each sample will be washed using a US Series No. 35 (500 μm mesh) sieve to remove fixative and excess detritus. If the sample contains a large amount of material (detritus and organisms), it will be subsampled using the Caton (1991) method, which is recommended by TDEC (2011). This procedure consists of dividing the sample into 30 equal portions (termed grids) using a specified subsampling device, then sorting at least four of these grids (which have been randomly selected) to obtain $200 \pm 20\%$ (160-240) organisms. If a grid is started, it will be finished in its entirety. The benthic organisms removed from the sample will be placed by major groupings (e.g., mayflies, worms, snails) into glass vials containing 70% ethanol. Each vial is labeled with information such as date of collection, location, specific sample identification, name of taxonomic group and number of organisms. The residue from the sorted portion of the sample will be preserved separately from the portion that was not sorted.

Ten percent of the samples will be checked for Quality Assurance/Quality Control (QA/QC) purposes by a different sorter. At least 90 percent of the total number of organisms has to be sorted from the sample to pass the test. If the error rate is greater than 10 percent, the other samples sorted by that person will be re-examined.

Organisms will be identified using either a dissecting or compound microscope. The compound microscope is used for identifying chironomid (midgefly) larvae and oligochaetes (aquatic segmented worms) after these organisms have been mounted on microscope slides using CMCP mounting medium. Organisms will be identified to the generic level, unless there are no current identification manuals (e.g., nematodes), or the specimens are too small or damaged to allow identification to this level.

A voucher collection will be prepared, which includes one to three individuals of each taxon identified during this study. Taxa identified to the family level (e.g., Baetidae mayflies) will not be included. In general, badly damaged individuals and those missing morphological characters are identified to the family level. Ten percent of the identified samples will be re-identified by an

independent taxonomic expert (Charles Watson or Mike Winnell), and chi-square analysis (TDEC 2011) performed for each sample to determine if there is no significant difference between the two sets of identifications.

Data Analysis

When identifications are complete, the raw benthic data are used to calculate values for seven individual metrics. The following metrics are required by the TDEC (2011) SOP and are all based on generic level identifications:

1. **TR** (Taxa Richness) – total number of distinct taxa identified,
2. **EPT** (Ephemeroptera Plecoptera Trichoptera) **Richness** – total number of genera of mayflies (Ephemeroptera), stoneflies (Plecoptera), and caddisflies (Trichoptera),
3. **%EPT-Cheum** (EPT abundance excluding *Cheumatopsyche* spp.) – total number of individuals of EPT taxa minus number of *Cheumatopsyche*, divided by the total number of individuals in the sample,
4. **%OC** (Percent Oligochaeta and Chironomidae) – total number of individuals in these two groups, divided by total number of individuals in the sample,
5. **NCBI** (North Carolina Biotic Index) – calculated as $NCBI = \sum \frac{x_i t_i}{N}$ where:
 x_i = number of individuals in a taxon
 t_i = tolerance value of a taxon
 N = total number of individuals in sample that have an assigned tolerance value,
6. **%Clingers** (Percent Clingers) – total number of individuals that build fixed retreats (or have adaptations to attach to surfaces in flowing water), divided by the total number of individuals in the sample, and
7. **%TNUTOL** (Percent TN Nutrient Tolerant Organisms) – total number of Tennessee nutrient tolerant organisms divided by the total number of organisms in the sample. The Tennessee nutrient tolerant organisms include *Cheumatopsyche*, *Stenelmis*, *Polypedilum*, *Cricotopus*, *Cricotopus/Orthocladius*, *Lirceus*, *Caenis*, *Elimia*, *Nais*, *Dero*, and undetermined (immature) tubificids.

The TDEC (2011) SOP contains a more detailed description of the aforementioned calculations and their meaning. Upon completion of the individual metric calculations, each is assigned a score of 0, 2, 4 or 6 based on comparison to the ecoregion reference database and stream size. The sum of the scores produces a Tennessee Macroinvertebrate Index (TMI) score which will indicate the condition of the stream. The maximum achievable score is 42 (7 metrics x a score of 6 for each), and the target score for bioregion 71h is 32.

Report

The data, metrics, and TMI scores will be used to prepare a report which includes the sampling sites, photographs, field data sheets, habitat assessment sheets, raw taxonomic data, results, and discussion of the results. Two copies of the final report will be submitted within 45 days of the field sampling, and also within 14 days of the receipt of the laboratory data. Following review of the report by the City, a meeting will be held with the City and CEC to discuss the results.

Literature Cited

- Barbour, M.T., Gerritsen, J., Snyder, B.D., and Stribling, J.B. 1999. Rapid Bioassessment Protocols for use in streams and wadeable rivers: periphyton, benthic macroinvertebrates and fish. 2nd Ed. EPA 841-B-99-002. U.S. Environmental Protection Agency, Office of Water, Washington, D.C.
- Caton, L. W. 1991. Improving subsampling methods for the EPA "Rapid Bioassessment" benthic protocols. *Bulletin of the North American Benthological Society* 8(3):317-319.
- Tennessee Department of Environment and Conservation. 2011. *Quality system standard operating procedures for macroinvertebrate stream surveys*. Nashville, Tennessee.

COSTS

The all-inclusive estimated cost for conducting the 2016 survey, which includes the above described activities and the final report for the City, is \$4,877.10. Costs and their dependence/independence on the various activities are also shown in the table below.

| Task | Company | Quantity | Cost per Hour (unit), \$ | Total Cost, \$ | Cost Dependent on Activity? |
|------------------------|-------------------|-----------|--------------------------|----------------|-----------------------------|
| Labor | | | | | |
| Sampling | CEC | 8 hrs. | 138.00 | 1104.00 | yes |
| | CEC | 8 hrs | 58.00 | 464.00 | yes |
| Laboratory analysis | Aquatic Resources | 5 samples | 324.00 per sample | 1620.00 | yes |
| Data and Report | CEC | 8 hrs | 138.00 | 1104.00 | no |
| GIS | CEC | 2 hrs | 58.00 | 116.00 | no |
| Report QA | CEC | 1 hr | 180.00 | 180.00 | no |
| Total Labor | | | | 4588.00 | |
| Direct Expenses | | | | | |
| Mileage | CEC | 68 miles | 0.575 | 39.10 | yes |

| | | | | | |
|--|-------------------------------|------------|--------|----------------|-----------------|
| Equipment rental (GPS and water quality meter) | CEC & Aquatic Resources | 1 day each | 100.00 | 200.00 | no ¹ |
| Supplies (alcohol, baggies, photocopies) | CEC | -- | -- | 50.00 | no |
| Total Expenses | | | | 289.10 | |
| TOTAL COST | | | | 4877.10 | |

¹ unless field work could not be completed in one day due to number of additional sampling sites

QUALIFICATIONS

The CEC Franklin Office will be responsible for all of the field work, data compilation, report preparation, and meeting attendance. CEC has been involved in benthic invertebrate sampling for more than 15 years, and staff at CEC have been conducting benthic surveys and performing identifications for more than 40 years. CEC has performed benthic surveys for several municipalities in middle Tennessee in the past year. There are at least eight biologists who are familiar with the TDEC Quality System Standard Operating Procedure (SOP) manual for collecting samples, and at least two biologists (Tim Nehus and Deedee Kathman) who have sorted and identified benthic invertebrates for more than 25 and 40 years, respectively. Dr. Kathman has reviewed all of the versions of TDEC's SOP since 2003, and as the author of the oligochaete identification guide for North America, is listed as an expert for oligochaetes (aquatic segmented worms). She has collected and identified benthos throughout the U. S. and western Canada, including several years of benthic monitoring for the Franklin WRF while Vic Bates was Chief Operator. Aquatic Resources Center in Nashville will be used to sort and identify all samples, as well as calculate the metric and TMI scores. Todd Askegaard, president of Aquatic Resources, has been sampling and identifying benthos for more than 25 years, and has identified hundreds of samples from TDEC surveys across the State, also including benthic surveys for Franklin WRF. Detailed resumes can be provided upon request.

List of References

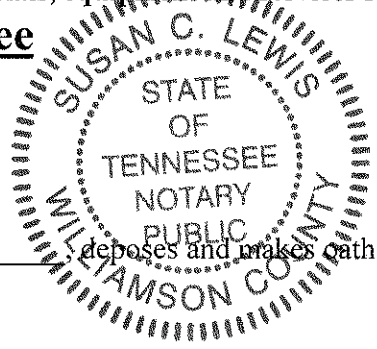
Civil & Environmental Consultants, Inc. (CEC) has done benthic sampling and analysis in the past year for the following three municipalities. Additionally, we have had or currently have several projects with the City of Franklin for various services, also shown in the table below.

| Customer/ Client Name | Address | Description of Services | Contact Name and Title | Contact Phone Number |
|----------------------------------|--|---|---|--|
| City of White House | 725 Industrial Drive; White House, TN 37188 | Stream bioassessment on Frey Branch upstream and downstream of White House WWTP | Joe Moss, Director of Public Works | 615-672-3654 515-406-0177 (mobile) |
| City of Belle Meade | 4705 Harding Road; Nashville, TN 37205 | Stream bioassessment on three streams for MS4 compliance | Lyle Patterson, City Building Official | 615-297-2364, ext. 29 |
| Sumner County | 355 N. Belvedere Drive, Ste. 202; Gallatin, TN 37066 | Stream bioassessment on four streams for MS4 compliance for Sumner County | Tracy Barrow, Sumner County MS4 Supervisor | 615-451-6097 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Feasibility study to assess options to reduce flooding & erosion on Ralston Creek downstream of Liberty Hills Subdivision | Paul Holzen, Director of Engineering | 615-550-6679 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Harpeth River bank stabilization at Franklin WWTP to protect infrastructure | Paul Holzen, Director of Engineering | 615-550-6679 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Restore Jordan Branch in The Meadow subdivision to stable condition to prevent further erosion & property loss | Paul Holzen, Director of Engineering | 615-550-6679 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Restoration of Ralston Creek at Cheswicke Farms to prevent listing as 303(d) stream | Paul Holzen, Director of Engineering | 615-550-6679 |

Affidavit of Non-Collusion

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

State of Tennessee)
County of Williamson) SS
Affiant, Jeffrey Duke
(printed name of person signing Affidavit)



deposes and makes oath that:

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil & Environmental Consultants, Inc.
(legal name of entity submitting bid or proposal)

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

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

Jeffrey Duke
(signature of Affiant)

Vice President
(title of Affiant)

Sworn and subscribed to before me this 30th day of November, 2015

Susan C. Lewis
(Notary Public)

My Commission Expires: 10-30-2018

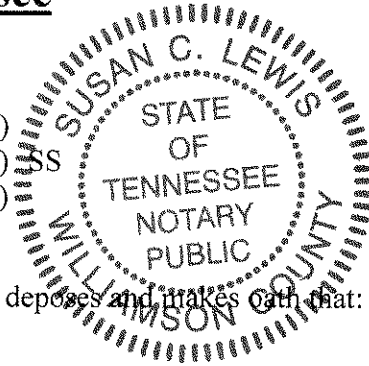
(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016_015)

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

State of Tennessee)

County of Williamson)

Affiant, Jeffrey Duke, deposes and makes oath that:
(printed name of person signing Affidavit)



1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil & Environmental Consultants, Inc.
(legal name of entity submitting bid or proposal)

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

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

Jeffrey Duke
(signature of Affiant)

Vice President
(title of Affiant)

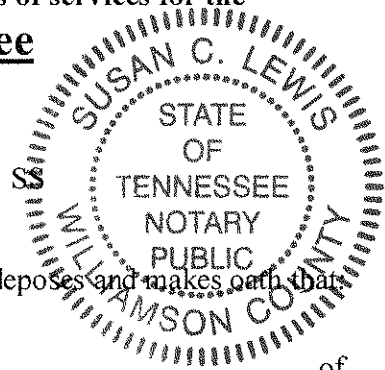
Sworn and subscribed to before me this 30th day of November, 2015

[Signature]
(Notary Public)

My Commission Expires: 6-30-2018

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

State of Tennessee)
County of Williamson)
Affiant, Jeffrey Duke, deposes and makes oath that
(printed name of person signing Affidavit)



1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil + Environmental Consultants, Inc.
(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.

Jeffrey Duke
(signature of Affiant)

Vice President
(title of Affiant)

Sworn and subscribed to before me this 30th day of November, 2015

Susan C. Lewis
(Notary Public)

My Commission Expires: 6-30-2018

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0012)

Attachment No. 2

CITY'S TERMS

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.
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:

Civil & Environmental Consultants, Inc.
Jeffrey Duke
2016_015
325 Seaboard Lane
Suite 170
Franklin, TN 37067
615-333-7751
jduke@cecinc.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.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0012)

Attachment No. 3

CERTIFICATE OF INSURANCE

| Certificate Date | Producer | Certificate Number | Certificate Holder | Type of Insurance | Policy Expiration |
|------------------|--|--|--|---|-------------------|
| 2/25/2016 | Commercial Lines Wells Fargo Insurance Services USA, Inc. Four Gateway Center 444 Liberty Avenue, Suite 1500 Pittsburgh, PA 15222-1233 | 10179464 | City of Franklin Tennessee Attn: Purchasing Department 109 Third Avenue South Franklin, TN 37064 | Commercial General Liability | 4/1/2016 |
| | | | | Automobile Liability | 4/1/2016 |
| | | | | Workers Compensation and Employers' Liability | 4/1/2016 |
| 1/19/2016 | Terra Insurance Company (A Risk Retention Group) Two Fifer Avenue, Suite 100 Corte Madera, CA 94925 | None (but references policy number 216127) | City of Franklin Tennessee Attn: Purchasing Department 109 Third Avenue South Franklin, TN 37064 | Professional Liability | 12/31/2016 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/25/2016

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

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

| PRODUCER Commercial Lines - (412) 765-3510 Wells Fargo Insurance Services USA, Inc. Four Gateway Center, 444 Liberty Avenue, Suite 1500 Pittsburgh, PA 15222-1233 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|--|-------------------|--|
| INSURED Civil & Environmental Consultants, Inc. 333 Baldwin Road Pittsburgh, PA 15205 | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>INSURER B: New Hampshire Insurance Co.</td> <td>23841</td> </tr> <tr> <td>INSURER C:</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: National Union Fire Ins. Co. of Pittsburgh, PA | 19445 | INSURER B: New Hampshire Insurance Co. | 23841 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: National Union Fire Ins. Co. of Pittsburgh, PA | 19445 | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES
CERTIFICATE NUMBER: 10179464
REVISION NUMBER: See below

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|---|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap \$1M Limit <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____ | X | | GL9645195 | 04/1/2015 | 4/1/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | CA4982990 | 04/01/2015 | 04/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> A | 039901367 | 04/01/2015 | 04/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

RE:Project No. 154-198 - Harpeth River Biosurvey; Sol. 2016_015 - City of Franklin Tennessee is named as additional insured as it relates to general and automobile liability in accordance with the terms and conditions of the policies.

CERTIFICATE HOLDER

City of Franklin Tennessee
 Attn: Purchasing Department
 109 Third Avenue 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| |
|--|
| <p>Name of Person or Organization: City of Franklin Tennessee Attn: Purchasing Department 109 Third Avenue South Franklin, TN 37064</p> |
|--|

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

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

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

2. Exclusions

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

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|---|--|
| AS REQUIRED PER WRITTEN CONTRACT | AS REQUIRED PER WRITTEN CONTRACT |
| | |
| | |

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location

designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard."

Terra Insurance Company
(A Risk Retention Group)
Two Fifer Avenue, Suite 100
Corte Madera, CA 94925



CERTIFICATE OF INSURANCE

DATE

01/19/16

NAME AND ADDRESS OF INSURED

Civil & Environmental Consultants, Inc.
325 Seaboard Lane, Suite 170
Franklin, TN 37067

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE Professional Liability

| POLICY NUMBER | EFFECTIVE DATE | EXPIRATION DATE |
|----------------------|-----------------------|------------------------|
| 216127 | 01/01/16 | 12/31/16 |

LIMITS OF LIABILITY \$1,000,000 EACH CLAIM
\$2,000,000 ANNUAL AGGREGATE

PROJECT DESCRIPTION

Project 154-198: Harpeth River Biosurvey; Sol. 2016_015 (City of Franklin Tennessee)

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

CERTIFICATE HOLDER

City of Franklin Tennessee
Attn: Purchasing Department
109 Third Avenue South
Franklin, TN 37064

ISSUING COMPANY:

A handwritten signature in blue ink, appearing to read 'David Collett', is written over a horizontal line.

President

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2016-0012)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Bid Submittal Form

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

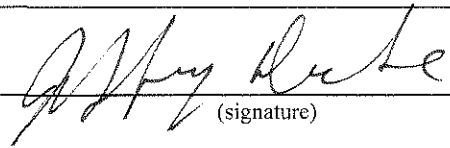
Purchasing Office Solicitation No.: 2016-015

| | |
|---|--|
| Vendor's name, street address, and mailing address: | <u>Civil & Environmental Consultants</u> <u>Suite 170</u> <u>325 Seaboard Lane</u> <u>Franklin, TN 37067</u> |
| Vendor's contact person's name (printed), title, telephone number and e-mail address: | <u>Jeffrey Duke</u> <u>Vice President</u> <u>615-333-7797</u> <u>jduke@cecinc.com</u> |
| Does the bidder take any exceptions to the City's procurement solicitation? | <input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions. |
| Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted? | <input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions. |
| Total quoted all-inclusive estimated bid price for all specified services for a twelve (12) month period: | \$ <u>4,877.10</u> |
| Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder? | <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____ |
| Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder? | <input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____ |
| Last date (no sooner than February 29, 2016) that bid and associated pricing is valid and may be accepted by the City: | <u>31 December 2016</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. |
| | |
| | |
| | |

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2016-015

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

1. Solicitation identified: These specifications apply to the following procurement:
performance upon demand of the following water and wastewater contract services for the specified term of award: annual stream bioassessment sampling, testing and identification

Purchasing Office Solicitation No.: 2016-015

2. Notice to Bidders publication date: **November 19, 2015**
3. Solicitation release date: **November 19, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **December 1, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **December 10, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **January 8, 2016**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **January 26, 2016**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and perform for the City of Franklin Water Management Department the following specified water and wastewater contract services for the specified term of award: annual stream bioassessment sampling, testing and identification. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

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

10. General terms and conditions:

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

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

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

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

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

11.1. General:

11.1.1. C The contract services specified below are required by the City for the routine operation of the City's water treatment and wastewater treatment systems. Contract services as bid shall be designed to meet the needs of the City according to industry standards for this intended purpose, all in conformance with applicable US EPA, State of Tennessee and City of Franklin rules and procedures.

11.1.2. C The City seeks bids for the following specified water and wastewater contract services for a term of award to commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about March 1, 2016, and shall terminate June 30, 2017: annual stream bioassessment sampling, testing and identification.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

11.1.3. C The frequency of the contract services are indicated below. Bidders are to quote one all-inclusive estimated price for all specified services for a twelve (12) month period. Bidders shall prepare and submit along with the Bid Submittal Form an itemized explanation of how it determined the all-inclusive estimated price for all specified services. The itemized explanation shall list estimated quantities, unit prices and extended prices (quantity multiplied by unit price) for each item for a twelve (12) month period. The unit prices shall be inclusive of all costs to the vendor of providing the specified services. The sum of the extended prices shall equal the all-inclusive estimated price for all specified services for a twelve (12) month period. The unit prices indicated on the itemized explanation shall be binding for the term of the award.

11.1.4. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including unit pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

11.1.5. Insurance requirements:

11.1.5.1. C Before award of the procurement by the City, the successful bidder shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

| Type of Coverage | Limits of Coverage | Certificate of Insurance |
|---|--|--|
| Commercial General Liability | \$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate | Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached |
| Automobile Liability (Owned, Non-Owned, and Hired Vehicles) | \$1,000,000 Combined Single Limit Each Accident | Certificate Holder* only |
| Workers Compensation | Statutory limits | Certificate Holder* only |
| Employers Liability | \$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease | Certificate Holder* only |

City of Franklin Specifications
Purchasing Office Solicitation No.: 2016-015

| Type of Coverage | Limits of Coverage | Certificate of Insurance |
|--|-----------------------------------|--------------------------|
| Professional liability (environmental testing) | \$1,000,000 Combined Single Limit | Certificate Holder* only |

*Certificate Holder shall be listed as follows:

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

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

- 11.1.5.3.** C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.

- 11.1.5.4.** C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

- 11.2. Technical:**
- 11.2.1. Minimum Biological Parameters:**
- 11.2.1.1. C Frequency: Annually, during low flow, high temperature conditions.
- 11.2.1.2. C The survey shall be conducted by one or more qualified biologists.
- 11.2.1.3. C The successful bidder shall notify the City at least three weeks prior to the successful bidder conducting the biological survey so that the City, as permittee, may notify Tennessee Department of Environment & Conservation at least two weeks prior to the successful bidder conducting the biological survey.
- 11.2.1.4. C The specified quantity of sampling sites to be sampled is five (5). The specified quantity of sampling sites to be sampled represents the guaranteed minimum quantity of sampling sites to be sampled. On the itemized explanation of how it determined the all-inclusive estimated price for all specified services, bidders shall identify which of the itemized cost components of the bid are independent of, and which are variable according to, the actual quantity of sampling sites sampled.
- 11.2.1.5. C Sampling site locations, which were determined based upon riffle habitat and have already been approved by the Tennessee Department of Environment & Conservation, are indicated in Appendix A to these Specifications. Note that Appendix A contains two aerial photographs, one depicting the two (2) sampling site locations for the Water Treatment Plant (WTP) and one depicting the three (3) sampling site locations for the Water Reclamation Facility (WRF).
- 11.2.1.6. C The biosurvey shall integrate habitat assessment with macroinvertebrate assessment. The survey shall be conducted in accordance with semi-quantitative single habitat protocols issued by the Division as adapted from EPA's Rapid Bioassessment Protocols for Use in Streams and Rivers EPA / 841-B-99-002. Habitat shall be numerically assessed using the High Gradient Habitat Assessment Field Data Sheet in Appendix A of the EPA manual. Two 1-meter square Riffle kicks using a 500-micron net shall be collected as outlined in section 7.1 of the EPA Manual. Samples shall be composited and preserved for laboratory analysis. A 200-organism sub-sample shall be processed in accordance with section 7.3. All taxa are to be identified to the genus level. Biometrics and date interpretation must be completed in accordance with most current approved WPC methodology.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-015

- 11.2.1.7. C The following information shall be recorded at each station during the biosurvey: (a) Water Temperature (°C); (b) Dissolved Oxygen (mg/l); (c) pH (S.U.); (d) Conductivity (µmhos); and (e) Stream Flow (cfs).
- 11.2.1.8. C Results of the chemical and biological stream sampling shall be reported by the successful bidder to the City of Franklin Water Management Department and then forwarded by the City of Franklin Water Management Department to the Tennessee Department of Environment & Conservation.
- 11.2.1.9. C A final report with two (2) copies shall be submitted to the City of Franklin within approximately 45 calendar days after completion of field work, and within not more than fourteen (14) calendar days after receipt of taxonomic data on samples collected.
- 11.2.1.10. C Successful bidder shall attend and conduct a post survey report review meeting with City staff at Water Management Department headquarters, 124 Lumber Drive, Franklin, TN 37064 or, at another location designated by the Water Management Department. For planning purposes, bids shall anticipate this meeting lasting a duration of two (2) hours from commencement to adjournment, not including travel time.
- 11.2.2. **Notes:**
- 11.2.2.1. C Any and all necessary containers, preservatives, coolers, ice and transportation shall be supplied by the successful bidder.
- 11.2.2.2. C Analysis verification shall be provided at no additional cost to the City. For any analysis not directly analyzed by bidder as denoted in original bid, permission must be granted by the City Water Management Department before said item is subcontracted for analysis.



December 9, 2015

Mr. Brian Wilcox
Purchasing Manager
City of Franklin Purchasing Office
Franklin City Hall, Suite 107
109 3rd Avenue South
Franklin, TN 37064

SUBJECT: City of Franklin Solicitation No. 2016-015
Stream Bioassessment Services

Dear Mr. Wilcox:

Please find enclosed with this letter the solicitation package as required by the City of Franklin (the City), which includes the following:

- detailed CEC description of our services,
- CEC contact information for three references, plus current contracts with the City,
- the City Bid Submittal Form,
- the City Procurement Agreement,
- the City Standard Procurement Terms and Conditions,
- CEC's Certificates of Insurance,
- the City Affidavit of Non-Collusion,
- the City Affidavit of Drug-free Workplace,
- the City Affidavit of Title VI Compliance,
- the City Indemnification Agreement, and
- the City Specifications.

Thank you very much for the opportunity to bid on this Request for Proposal. We look forward to hearing from you.

Sincerely yours,

R. Deedee Kathman, Ph.D.
Senior Project Manager

Jeffrey T. Duke
Vice President

In-stream Bioassessment Sampling, Testing, and Identification
Purchasing Office Solicitation No. 2016-015
Harpeth River, Franklin, Williamson County, Tennessee

OVERVIEW

As part of the NPDES permit to the City of Franklin (herein the City) for its Water Treatment Plant (WTP) and Water Reclamation Facility (WRF), Tennessee Department of Environment and Conservation (TDEC) is requiring the City to perform benthic invertebrate surveys in 2016 in the Harpeth River, the receiving stream for the discharge. Harpeth River is in the Harpeth River-Spencer Creek HUC-12 (051302040105), and is considered non-supporting due to sediments/siltation, total phosphorus, *Escherichia coli*, and dissolved oxygen concentrations. The stream is located in the 71h ecoregion, Outer Nashville Basin. There are five monitoring sites on the stream, two near the WTP site and three near the WRF site, as shown in Solicitation No. 2016-015 Appendix A.

BENTHIC SURVEY

Field

The instream bioassessment will be performed in accordance with requirements listed in the permit, following the latest protocols from TDEC (2011) and EPA (Barbour *et al.* 1999). The instream bioassessment is to be performed during low flow, high temperature conditions, and consists of semi-quantitative, single habitat riffle kicks (SQKICK) taken at each of the five locations. Sampling will follow the TDEC protocols (2011), starting at the farthest downstream site and collecting two samples using a two-person, one-square-meter kick net with a 500 μ m mesh. Samples will be placed into a labeled Ziploc plastic bag, fixed with 80% ethanol, and double-bagged to ensure their integrity. Corresponding forms will be completed, including the stream survey field sheet and habitat assessment sheet.

Other field measurements at each site include the watershed characteristics; estimate of substrate composition; stream section lengths, widths, and depths; *in-situ* water quality parameters; water velocity and discharge; and habitat assessments. Photographs will be taken of the upstream and downstream views at each site.

The water quality parameters recorded at each site are water temperature ($^{\circ}$ C), dissolved oxygen (mg/L), pH (SU), and conductivity (μ S/cm [= μ mhos]). A multi-parameter meter will be calibrated each morning and evening of the sampling day. A Marsh-McBirney flow meter will be used to measure water velocities (ft/sec) for calculation of discharge flows (cfs).

The TDEC (2011) habitat assessment protocols will be followed at each site. A value for each parameter will be determined independently by two investigators, followed by discussions if an obvious numerical difference is found between a specific habitat parameter, and a consensus score listed. Ecoregion 71h requires the use of the High Gradient Stream assessment sheet to evaluate habitat. The 10 habitat parameters are totaled and the score compared to the habitat assessment guidelines. The guidelines are based on reference data and drainage area (i.e., in a stream in ecoregion 71h with a drainage area >2 square miles, a score ≥ 127 is considered not impaired; all of these sites have a drainage area >2 square miles). Streams determined to be “not impaired” are capable of supporting healthy benthic communities.

CEC will notify the City at least three weeks in advance of the sampling event.

Laboratory

In the laboratory, each sample will be washed using a US Series No. 35 (500 μm mesh) sieve to remove fixative and excess detritus. If the sample contains a large amount of material (detritus and organisms), it will be subsampled using the Caton (1991) method, which is recommended by TDEC (2011). This procedure consists of dividing the sample into 30 equal portions (termed grids) using a specified subsampling device, then sorting at least four of these grids (which have been randomly selected) to obtain $200 \pm 20\%$ (160-240) organisms. If a grid is started, it will be finished in its entirety. The benthic organisms removed from the sample will be placed by major groupings (e.g., mayflies, worms, snails) into glass vials containing 70% ethanol. Each vial is labeled with information such as date of collection, location, specific sample identification, name of taxonomic group and number of organisms. The residue from the sorted portion of the sample will be preserved separately from the portion that was not sorted.

Ten percent of the samples will be checked for Quality Assurance/Quality Control (QA/QC) purposes by a different sorter. At least 90 percent of the total number of organisms has to be sorted from the sample to pass the test. If the error rate is greater than 10 percent, the other samples sorted by that person will be re-examined.

Organisms will be identified using either a dissecting or compound microscope. The compound microscope is used for identifying chironomid (midgefly) larvae and oligochaetes (aquatic segmented worms) after these organisms have been mounted on microscope slides using CMCP mounting medium. Organisms will be identified to the generic level, unless there are no current identification manuals (e.g., nematodes), or the specimens are too small or damaged to allow identification to this level.

A voucher collection will be prepared, which includes one to three individuals of each taxon identified during this study. Taxa identified to the family level (e.g., Baetidae mayflies) will not be included. In general, badly damaged individuals and those missing morphological characters are identified to the family level. Ten percent of the identified samples will be re-identified by an

independent taxonomic expert (Charles Watson or Mike Winnell), and chi-square analysis (TDEC 2011) performed for each sample to determine if there is no significant difference between the two sets of identifications.

Data Analysis

When identifications are complete, the raw benthic data are used to calculate values for seven individual metrics. The following metrics are required by the TDEC (2011) SOP and are all based on generic level identifications:

1. **TR** (Taxa Richness) – total number of distinct taxa identified,
2. **EPT** (Ephemeroptera Plecoptera Trichoptera) **Richness** – total number of genera of mayflies (Ephemeroptera), stoneflies (Plecoptera), and caddisflies (Trichoptera),
3. **%EPT-Cheum** (EPT abundance excluding *Cheumatopsyche* spp.) – total number of individuals of EPT taxa minus number of *Cheumatopsyche*, divided by the total number of individuals in the sample,
4. **%OC** (Percent Oligochaeta and Chironomidae) – total number of individuals in these two groups, divided by total number of individuals in the sample,
5. **NCBI** (North Carolina Biotic Index) – calculated as $NCBI = \sum \frac{x_i t_i}{N}$ where:
 x_i = number of individuals in a taxon
 t_i = tolerance value of a taxon
 N = total number of individuals in sample that have an assigned tolerance value,
6. **%Clingers** (Percent Clingers) – total number of individuals that build fixed retreats (or have adaptations to attach to surfaces in flowing water), divided by the total number of individuals in the sample, and
7. **%TNUTOL** (Percent TN Nutrient Tolerant Organisms) – total number of Tennessee nutrient tolerant organisms divided by the total number of organisms in the sample. The Tennessee nutrient tolerant organisms include *Cheumatopsyche*, *Stenelmis*, *Polypedilum*, *Cricotopus*, *Cricotopus/Orthocladius*, *Lirceus*, *Caenis*, *Elimia*, *Nais*, *Dero*, and undetermined (immature) tubificids.

The TDEC (2011) SOP contains a more detailed description of the aforementioned calculations and their meaning. Upon completion of the individual metric calculations, each is assigned a score of 0, 2, 4 or 6 based on comparison to the ecoregion reference database and stream size. The sum of the scores produces a Tennessee Macroinvertebrate Index (TMI) score which will indicate the condition of the stream. The maximum achievable score is 42 (7 metrics x a score of 6 for each), and the target score for bioregion 71h is 32.

Report

The data, metrics, and TMI scores will be used to prepare a report which includes the sampling sites, photographs, field data sheets, habitat assessment sheets, raw taxonomic data, results, and discussion of the results. Two copies of the final report will be submitted within 45 days of the field sampling, and also within 14 days of the receipt of the laboratory data. Following review of the report by the City, a meeting will be held with the City and CEC to discuss the results.

Literature Cited

- Barbour, M.T., Gerritsen, J., Snyder, B.D., and Stribling, J.B. 1999. Rapid Bioassessment Protocols for use in streams and wadeable rivers: periphyton, benthic macroinvertebrates and fish. 2nd Ed. EPA 841-B-99-002. U.S. Environmental Protection Agency, Office of Water, Washington, D.C.
- Caton, L. W. 1991. Improving subsampling methods for the EPA "Rapid Bioassessment" benthic protocols. *Bulletin of the North American Benthological Society* 8(3):317-319.
- Tennessee Department of Environment and Conservation. 2011. *Quality system standard operating procedures for macroinvertebrate stream surveys*. Nashville, Tennessee.

COSTS

The all-inclusive estimated cost for conducting the 2016 survey, which includes the above described activities and the final report for the City, is \$4,877.10. Costs and their dependence/independence on the various activities are also shown in the table below.

| Task | Company | Quantity | Cost per Hour (unit), \$ | Total Cost, \$ | Cost Dependent on Activity? |
|------------------------|-------------------|-----------|--------------------------|----------------|-----------------------------|
| Labor | | | | | |
| Sampling | CEC | 8 hrs. | 138.00 | 1104.00 | yes |
| | CEC | 8 hrs | 58.00 | 464.00 | yes |
| Laboratory analysis | Aquatic Resources | 5 samples | 324.00 per sample | 1620.00 | yes |
| Data and Report | CEC | 8 hrs | 138.00 | 1104.00 | no |
| GIS | CEC | 2 hrs | 58.00 | 116.00 | no |
| Report QA | CEC | 1 hr | 180.00 | 180.00 | no |
| Total Labor | | | | 4588.00 | |
| Direct Expenses | | | | | |
| Mileage | CEC | 68 miles | 0.575 | 39.10 | yes |

| | | | | | |
|--|-------------------------------|------------|--------|----------------|-----------------|
| Equipment rental (GPS and water quality meter) | CEC & Aquatic Resources | 1 day each | 100.00 | 200.00 | no ¹ |
| Supplies (alcohol, baggies, photocopies) | CEC | -- | -- | 50.00 | no |
| Total Expenses | | | | 289.10 | |
| TOTAL COST | | | | 4877.10 | |

¹ unless field work could not be completed in one day due to number of additional sampling sites

QUALIFICATIONS

The CEC Franklin Office will be responsible for all of the field work, data compilation, report preparation, and meeting attendance. CEC has been involved in benthic invertebrate sampling for more than 15 years, and staff at CEC have been conducting benthic surveys and performing identifications for more than 40 years. CEC has performed benthic surveys for several municipalities in middle Tennessee in the past year. There are at least eight biologists who are familiar with the TDEC Quality System Standard Operating Procedure (SOP) manual for collecting samples, and at least two biologists (Tim Nehus and Deedee Kathman) who have sorted and identified benthic invertebrates for more than 25 and 40 years, respectively. Dr. Kathman has reviewed all of the versions of TDEC's SOP since 2003, and as the author of the oligochaete identification guide for North America, is listed as an expert for oligochaetes (aquatic segmented worms). She has collected and identified benthos throughout the U. S. and western Canada, including several years of benthic monitoring for the Franklin WRF while Vic Bates was Chief Operator. Aquatic Resources Center in Nashville will be used to sort and identify all samples, as well as calculate the metric and TMI scores. Todd Askegaard, president of Aquatic Resources, has been sampling and identifying benthos for more than 25 years, and has identified hundreds of samples from TDEC surveys across the State, also including benthic surveys for Franklin WRF. Detailed resumes can be provided upon request.

List of References

Civil & Environmental Consultants, Inc. (CEC) has done benthic sampling and analysis in the past year for the following three municipalities. Additionally, we have had or currently have several projects with the City of Franklin for various services, also shown in the table below.

| Customer/ Client Name | Address | Description of Services | Contact Name and Title | Contact Phone Number |
|----------------------------------|--|---|---|--|
| City of White House | 725 Industrial Drive; White House, TN 37188 | Stream bioassessment on Frey Branch upstream and downstream of White House WWTP | Joe Moss, Director of Public Works | 615-672-3654 515-406-0177 (mobile) |
| City of Belle Meade | 4705 Harding Road; Nashville, TN 37205 | Stream bioassessment on three streams for MS4 compliance | Lyle Patterson, City Building Official | 615-297-2364, ext. 29 |
| Sumner County | 355 N. Belvedere Drive, Ste. 202; Gallatin, TN 37066 | Stream bioassessment on four streams for MS4 compliance for Sumner County | Tracy Barrow, Sumner County MS4 Supervisor | 615-451-6097 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Feasibility study to assess options to reduce flooding & erosion on Ralston Creek downstream of Liberty Hills Subdivision | Paul Holzen, Director of Engineering | 615-550-6679 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Harpeth River bank stabilization at Franklin WWTP to protect infrastructure | Paul Holzen, Director of Engineering | 615-550-6679 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Restore Jordan Branch in The Meadow subdivision to stable condition to prevent further erosion & property loss | Paul Holzen, Director of Engineering | 615-550-6679 |
| City of Franklin | 109 Third Avenue South; Franklin, TN 37064 | Restoration of Ralston Creek at Cheswicke Farms to prevent listing as 303(d) stream | Paul Holzen, Director of Engineering | 615-550-6679 |

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.
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:

Civil & Environmental Consultants, Inc.
Jeffrey Duke
2016_015
325 Seaboard Lane
Suite 170
Franklin, TN 37067
615-333-7751
jduke@cecinc.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.

12. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.

13. Additions/Modifications. If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

14. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.

15. Termination. Unless the City has indicated otherwise for a specific procurement solicitation, either party may terminate these Standard Procurement Terms and Conditions, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.

17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

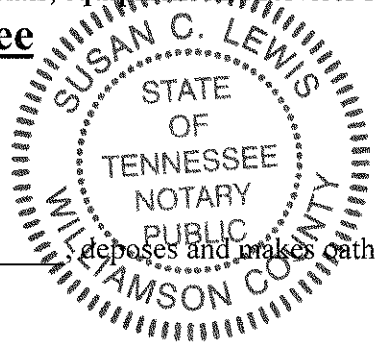
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.

19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

Affidavit of Non-Collusion

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

State of Tennessee)
County of Williamson) SS
Affiant, Jeffrey Duke
(printed name of person signing Affidavit)



deposes and makes oath that:

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil & Environmental Consultants, Inc.
(legal name of entity submitting bid or proposal)

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

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

Jeffrey Duke
(signature of Affiant)

Vice President
(title of Affiant)

Sworn and subscribed to before me this 30th day of November, 2015

Susan C. Lewis
(Notary Public)

My Commission Expires: 10-30-2018

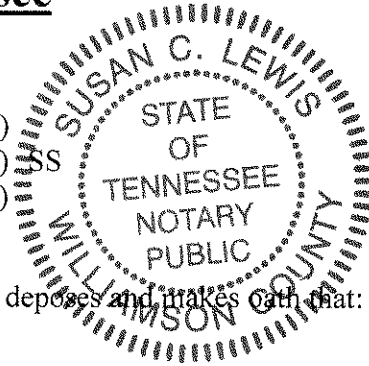
(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016_015)

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

State of Tennessee)

County of Williamson)

Affiant, Jeffrey Duke, deposes and makes oath that:
(printed name of person signing Affidavit)



1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil & Environmental Consultants, Inc.
(legal name of entity submitting bid or proposal)

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

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

Jeffrey Duke
(signature of Affiant)

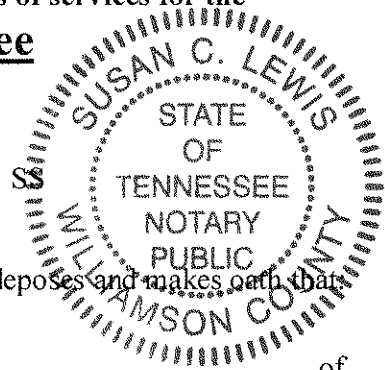
Vice President
(title of Affiant)

Sworn and subscribed to before me this 30th day of November, 2015

[Signature]
(Notary Public)

My Commission Expires: 6-30-2018

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



State of Tennessee)
 County of Williamson)
 Affiant, Jeffrey Duke, deposes and makes oath that
(printed name of person signing Affidavit)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil + Environmental Consultants, Inc.
(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.

Jeffrey Duke
(signature of Affiant)

Vice President
(title of Affiant)

Sworn and subscribed to before me this 30th day of November, 2015

Susan C. Lewis
(Notary Public)

My Commission Expires: 6-30-2018

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 20 16 - 015)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

| Certificate Date | Producer | Certificate Number | Certificate Holder | Type of Insurance | Policy Expiration |
|------------------|-------------|--------------------|----------------------|---|-------------------|
| 12/1/15 | Wells Fargo | 9840629 | City of Franklin, TN | Commercial General Liability | 4/1/2016 |
| 12/1/15 | Wells Fargo | 9840629 | " | Automobile Liability | 4/1/2016 |
| 12/1/15 | Wells Fargo | 9840629 | " | Workers Compensation and Employers' Liability | 4/1/2016 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/1/2015

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 Commercial Lines - (412) 765-3510 Wells Fargo Insurance Services USA, Inc. Four Gateway Center, 444 Liberty Avenue, Suite 1500 Pittsburgh, PA 15222-1233 | CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA</td> <td style="border: none;">19445</td> </tr> <tr> <td style="border: none;">INSURER B : New Hampshire Insurance Co.</td> <td style="border: none;">23841</td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA | 19445 | INSURER B : New Hampshire Insurance Co. | 23841 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : National Union Fire Ins. Co. of Pittsburgh, PA | 19445 | | | | | | | | | | | | | | |
| INSURER B : New Hampshire Insurance Co. | 23841 | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |
| INSURED Civil & Environmental Consultants, Inc. 333 Baldwin Road Pittsburgh, PA 15205 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 9840629 **REVISION NUMBER:** See below

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Stop Gap \$1M Limit <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | GL9645195 | 04/1/2015 | 4/1/2016 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | CA4982990 | 04/01/2015 | 04/01/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | 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 <input checked="" type="checkbox"/> N | N/A | 039901367 | 04/01/2015 | 04/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

RE: Project No. 154-198 - Harpeth River Biosurvey; Sol. 2016_015 - Evidence of Coverage

CERTIFICATE HOLDER
CANCELLATION

| | |
|---|---|
| City of Franklin Tennessee Attn: Purchasing Department 109 Third Avenue South Franklin, TN 37064 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

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

On behalf of Bidder/Proposer, Jeffrey Duke agrees that:
(printed name of person signing Agreement)

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Civil + Environmental Consultants, Inc.
(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.

Jeffrey Duke
(signature of person whose printed name appears above)

Vice President
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016 - 015)

Form revised 02/25/2005