

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0101)

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THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and American Development Corporation of Fayetteville, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on March 10, 2016 Purchasing Office Solicitation No. 2016-020 thru 2016-023, a procurement solicitation for bids for supply and delivery upon demand of each of the following four (4) water treatment chemicals for a minimum of twelve (12) months: sodium permanganate (2016-020), hydrofluosilicic acid (fluoride) (2016-021), powder-activated carbon (hydrodarco B) (2016-022), and polyaluminum chloride (2016-023), each chemical being bid out independently, and (b) on March 14, 2016 Addendum No. 1 to Purchasing Office Solicitation No. 2016-020 thru 2016-023 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted bids for sodium permanganate and hydrofluosilicic acid (fluoride), said bids dated March 23, 2016 (“SUBMITTAL”), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY has determined that VENDOR’s bid for sodium permanganate is the lowest and best responsive and responsible bid of all bids for that chemical received by CITY in response to SOLICITATION.
4. 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.
5. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or 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.
8. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

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9. 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.
10. CITY awarded on May 10, 2016 to VENDOR the purchase of sodium permanganate pursuant to SOLICITATION, SUBMITTAL, CITY'S TERMS, CERTIFICATE OF INSURANCE and INDEMNIFICATION AGREEMENT.
11. The term of award shall commence on July 1, 2016 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 four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, 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 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.
12. During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised, CITY shall have the option to terminate this AGREEMENT immediately upon notifying VENDOR that CITY no longer has need to purchase sodium permanganate pursuant to this AGREEMENT.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY'S TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS 27<sup>th</sup> DAY OF May 2016

For VENDOR:

W. J. Welch  
(signature of VENDOR's authorized representative)

TITLE: CEO

For CITY:

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

TITLE: City Administrator

Approved as to Form:

Kurtis Lee  
Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2016-0101)

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**Attachment No. 1**

Excerpts from SUBMITTAL

## Bid Submittal Form

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


Purchasing Office Solicitation No.: 2016-020 thru 2016-023

<b>Vendor's name, street address, and mailing address:</b>	American Development Corporation <hr/> 821 William D. Jones Blvd. <hr/> P.O. Box 620 <hr/> Fayetteville, TN 37334 <hr/>
<b>Vendor's contact person's name (printed), title, telephone number and e-mail address:</b>	W. Michael Wetherington <hr/> CEO <hr/> 888-542-8561 <hr/> mikew@adc-chem.com <hr/>
<b>Does the bidder take any exceptions to the City's procurement solicitation?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?</b>	<input type="checkbox"/> Yes, see enclosed. <input checked="" type="checkbox"/> No, bidder takes no exceptions.
<b>For which chemicals is the bidder competing (please mark one or more)?</b>	<input checked="" type="checkbox"/> (a) sodium permanganate (2016-020) <input checked="" type="checkbox"/> (b) hydrofluosilicic acid (fluoride) (2016-021) <input type="checkbox"/> (c) powder-activated carbon (hydrodarco B) (2016-022) <input type="checkbox"/> (d) polyaluminum chloride (PAC) (2016-023)
<b>Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following delivery terms: _____
<b>Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?</b>	<input checked="" type="checkbox"/> Yes. <input type="checkbox"/> No, bidder requests the following payment terms: _____
<b>Last date (no sooner than June 30, 2016) that bid and associated pricing is valid and may be accepted by the City:</b>	3/29/17 <hr/>
<b>Method of payment</b> – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	<input checked="" type="checkbox"/> ACH or Electronic Funds Transfer. <input type="checkbox"/> Visa credit card.

# Bid Submittal Form

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

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

<p><b>Are the following components included with this Bid Submittal Form in the bid submittal?</b></p> <ul style="list-style-type: none"> <li>• Detailed vendor-supplied description of bid product(s) and/or service(s);</li> <li>• Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS);</li> <li>• City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein;</li> <li>• Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor;</li> <li>• Vendor-supplied contact information for minimum of three references;</li> <li>• City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted;</li> <li>• Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions;</li> <li>• City of Franklin Affidavit of Non-Collusion, executed in full;</li> <li>• If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; and</li> <li>• City of Franklin Affidavit of Title VI Compliance, executed in full.</li> </ul>	<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><b>Acknowledge any and all issued addenda to this solicitation:</b> (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)</p>	<p><input checked="" type="checkbox"/> Addendum No. <u>1</u>.</p> <p><input type="checkbox"/> Addenda Nos. _____.</p> <p><input type="checkbox"/> No addenda.</p>
<p><b>Signature of bidder's authorized representative:</b> I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.</p>	<p style="text-align: center;"> _____ (signature)</p>
<p><b>Title of bidder's authorized representative:</b></p>	<p>CEO</p>
<p><b>Date of signature:</b></p>	<p>3/23/16</p>

## Bid Submittal Form

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

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Solicitation No.	Estimated Quantities per Year <sup>1</sup>	Chemical	Strength	Type	Shipment	City facility to which chemical is to be delivered	Quoted Unit Price <sup>2</sup> per pound	Quoted Unit Price <sup>3</sup> per U.S. gallon	Estimated time of delivery (calendar days after receipt of order)
2016-020	4,200 gallons	Sodium Permanganate	20%	Liquid	bulk delivery	Water Treatment Facility <sup>3</sup>	\$ 0.9226 per pound	\$ 8.95 per U.S. gallon	1 days
2016-021	17,000 pounds	Hydrofluosilicic Acid (Fluoride)	23-25%	Liquid	55-gallon drums or totes	Water Treatment Facility <sup>3</sup>	\$ 0.3365 per pound	\$ 3.50 per U.S. gallon	1 days
2016-022	38,000 pounds	Powder-Activated Carbon (Hydroadarco B)	NSF-approved	Powder	Bags, each bag weighing between 40 and 50 pounds	Water Treatment Facility <sup>3</sup>	\$ No Bid per pound	n/a	No Bid days
2016-023	To be determined after jar test	Polyaluminum Chloride (PAC)	PAC depends upon the results of the jar-test	Liquid	bulk delivery	Water Treatment Facility <sup>3</sup>	\$ No Bid per pound	\$ No Bid per U.S. gallon	No Bid days

<sup>1</sup> Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.

<sup>2</sup> "Quoted Unit Prices" shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

<sup>3</sup> The City of Franklin Water Treatment Facility is located at 838 Lewisburg Pike, Franklin, TN 37064.

# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

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1. Solicitation identified: These specifications apply to the following procurement:  
supply and delivery upon demand of each of the following four (4) water treatment chemicals for a minimum of twelve (12) months: sodium permanganate (2016-020), hydrofluosilicic acid (fluoride) (2016-021), powder-activated carbon (hydrodarco B) (2016-022), and polyaluminum chloride (PAC) (2016-023); each chemical being bid out independently

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

2. Notice to Bidders publication date: **March 10, 2016**
3. Solicitation release date: **March 10, 2016**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **March 22, 2016, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **March 29, 2016, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **April 22, 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: **May 10, 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 deliver, on an as-needed (just-in-time) basis during the term of award, each of the chemicals specified below which are intended to be used for the treatment of drinking water. Note that the City is soliciting pricing for four (4) specified chemicals. All four (4) specified chemicals are being bid out simultaneously, but each specified chemical is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified chemicals. See the accompanying Instructions for Bidders for additional information and instructions.

**City of Franklin, Tennessee Specifications**  
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9. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

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



# City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

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bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.

- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- 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,

# City of Franklin, Tennessee Specifications

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and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform 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 services. See also specification 11.1.11 below.
- 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.

# City of Franklin, Tennessee Specifications

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- 11.1.     C      **Relative to all or any of the four (4) chemicals specified herein:**
- 11.1.1.     C      The City intends for the Water Management Department to use the specified chemicals for the treatment of drinking water. Chemicals as bid shall be designed and manufactured according to industry standards for this intended use.
- 11.1.2.     C      The successful bidder shall, within the specified allowable time after receipt of order, supply and deliver, to the City facility specified below, the specified chemicals for a term of award to be effective upon a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about July 1, 2016. Regardless of when the term of award commences, it shall terminate on June 30, 2017 or on the last calendar day of the twelfth calendar month following execution by both parties of a City of Franklin procurement agreement, whichever comes later.
- 11.1.3.     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 exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, 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 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.
- 11.1.4.     C      During the course of either the initial term of award or an optional extension to the initial term of award, if any such optional extension is exercised, the City shall have the option to terminate the award immediately upon notifying the vendor that the City no longer has need to purchase the chemical pursuant to this procurement solicitation.
- 11.1.5.     C      For each chemical being bid, the quoted unit pricing shall be all-inclusive, specifically including supply, delivery, unloading or offloading and deposit of the chemical in a specific container and/or at a specific location as directed by the City.

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- 11.1.6.   C   Estimated quantities of each of the chemicals to be ordered per twelve (12) months are indicated below. Bidders are advised and cautioned that the indicated estimated quantities represent only approximate projections and do not represent guaranteed minimums or maximums.
- 11.1.7.   C   Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.8.   C   Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 11.1.9.   C   Bidder shall include unloading or offloading and deposit of the deliverable(s) at specific locations as directed by the City of Franklin Water Treatment Facility plant superintendent or his authorized representative at the following facility:
- City of Franklin Water Treatment Facility  
838 Lewisburg Pike  
Franklin, TN 37064
- 11.1.10.   C   Bidder shall provide any labor and equipment necessary to unload or offload the deliverable(s) in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.1.11.   C   The following information shall be furnished by the bidder along with the submitted bid: Manufacturer's literature and data, to include the current Material Safety Data Sheet (MSDS) for each chemical bid.
- 11.1.12.   C   Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, except holidays observed by the City.
- 11.1.13.   C   Quoted bid prices are to be offered by the bidder on a per unit basis. Bidder shall price chemical in dollars per preferred unit of measure of chemical.
- 11.1.14.   C   Deliveries shall be made within seven (7) calendar days after receipt of order.
- 11.1.15.   C   No aquatic toxicity or other compliance issues shall result from use of the chemicals bid.

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11.1.16.   C   By the time of the first delivery, the bidder awarded the purchase shall provide to the City of Franklin Water Treatment Facility plant superintendent or his authorized representative a Material Safety Data Sheet (MSDS) for each chemical.

11.1.17.   C   Invoices shall itemize dates and quantities delivered.

11.1.18.   C   The supplier/transporter shall be responsible for adhering to all federal, state and local safety rules and regulations. All supplier/transporter/delivery employees shall adhere to all safety practices and use of approved personal protective equipment during off-loading of chemicals.

11.1.19.   C   The supplier/transporter/deliverer shall be responsible for any and all chemical spills (containment, cleanup and abatement) during delivery and/or off-loading of chemicals in accordance with the City Water Management Department's chemical spill prevention, control and counter-measurement plan (available upon request). All containers delivered may be inspected for leakage upon arrival and prior to unloading. Leaking containers shall not be unloaded and accepted by the City. Response and remediation for any containers determined to be leaking shall remain the responsibility of the supplier/transporter/deliverer. Dented or damaged containers shall not be accepted and shall be rejected at delivery. Removal of any rejected containers shall be the supplier's responsibility.

11.1.20.   C   Permanent eye-wash stations and showers, to be used as safety water, are available at or near each of the locations of delivery and off-loading.

11.1.21. Insurance requirements:

11.1.21.1.   C   Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

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 copy of Additional Insured blanket endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only

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Type of Coverage	Limits of Coverage	Certificate of Insurance
Environmental liability including bodily injury, property damage, legal expenses, and clean-up costs related to the pollution liability exposure associated with the transport of chemical products	\$1,000,000 combined single limit	Certificate Holder* only

\*Certificate Holder shall be listed as follows:

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

- 11.1.21.2.   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.
- 11.1.21.3.   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.
- 11.1.21.4.   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, Tennessee Specifications

Purchasing Office Solicitation No.: 2016-020 thru 2016-023

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- 11.2.** **Relative to sodium permanganate** (City of Franklin Purchasing Office Solicitation No.: 2016-020):
- 11.2.1.** C Strength of chemical shall be 20%.
- 11.2.2.** C Delivery shall include filling one or more onsite tanks joined by valved plumbing and provided by the City.
- 11.2.3.** C The following statistics are provided for the information of the bidder and are based on the quantity purchased over the most recent twelve-month period for which information was available. Bidders are advised and cautioned that the indicated quantities represent only an approximate projection and do not represent either a guaranteed minimum or maximum. Bidders will notice on the Bid Submittal Form an estimated quantity per year which will be used for purposes of calculating the value of each bid.

<b>Sodium Permanganate</b> (City of Franklin Purchasing Office Solicitation No.: <u>2016-020</u> )	
Approximate number of deliveries over most recent 12 months	23
Approximate total number of units delivered over most recent 12 months	4,200 gallons
Approximate lowest number of units per delivery over most recent 12 months	40 gallons
Approximate highest number of units per delivery over most recent 12 months	435 gallons

# American Development Corporation

821 William D. Jones Blvd.

Fayetteville TN 37334

888-542-8561 Fax - 931-438-2673

www.adc-chem.com

## Liquid Sodium Permanganate

Applications Disinfection & Oxidation

### Description

<b>Appearance:</b> Dark Purple	<b>pH:</b> 6.0 - 8.0
<b>Physical State:</b> Liquid	<b>lbs/gal:</b> 9.63
<b>Component:</b> Sodium Permanganate	<b>Odor:</b> None
<b>Concentration:</b> 20%	<b>Boiling Point:</b> 212° F
<b>Specific Gravity:</b> 1.15 - 1.17	<b>Freezing Point:</b> 24° F

### Shipping Information

<b>Proper shipping name:</b> Permanganates, inorganic, aqueous solution, n.o.s., (contains Sodium Permanganate)	
<b>D.O.T. Hazard Class:</b> Oxidizer.	<b>UN number:</b> 3214
<b>Packaging Group II</b>	<b>Division 5.1</b>

### Emergency Information

<b>NFPA Rating:</b>	<b>Health</b>	<b>Fire</b>	<b>Reactivity</b>
	1	0	0
<b>2004 Emergency Response Guidebook Number:</b> 140			
<b>CERCLA Reportable Quantity:</b>		100 lbs	

**Handling Safety** Personal protective equipment during handling should include chemical goggles and/or face shield, chemical resistant gloves, boots and rain suit. In cases where significant exposure exists, use an approved NIOSH/MSHA breathing apparatus.

The information appearing in this document is based upon data obtained from the product manufacturer and/or supplier. While the information is believed to be pertinent and accurate, no warranty expressed or implied is given to its accuracy.





# SAFETY DATA SHEET

## 1. Identification

**Product identifier** CARUSOL® liquid permanganate

**Other means of identification**  
SDS number -

**Recommended use** Water treatment. Wastewater treatment. Industrial use.

**Recommended restrictions** Use in accordance with supplier's recommendations.

**Manufacturer / Importer / Supplier / Distributor information**

**Manufacturer/Supplier** CARUS CORPORATION  
**Address** 315 Fifth Street,  
Peru, IL 61354, USA

**Telephone** 815 223-1500 - All other non-emergency inquiries about the product should be directed to the company  
**E-mail** salesmkt@caruscorporation.com  
**Website** www.caruscorporation.com  
**Contact person** Dr. Chithambarathanu Pillai  
**Emergency Telephone** For Hazardous Materials [or Dangerous Goods] incidents ONLY (spill, leak, fire, exposure or accident), call CHEMTREC at CHEMTREC®, USA: 001 (800) 424-9300  
CHEMTREC®, Mexico (Toll-Free - must be dialed from within country): 01-800-681-9531  
CHEMTREC®, Other countries: 001 (703) 527-3887

## 2. Hazard(s) identification

**Physical hazards** Oxidizing liquids Category 2

**Health hazards** Acute toxicity, oral Category 4  
Skin corrosion/irritation Category 1B  
Serious eye damage/eye irritation Category 1  
Specific target organ toxicity, single exposure Category 3 respiratory tract irritation

**OSHA defined hazards** Not classified.

### Label elements



**Signal word** Danger

**Hazard statement** May intensify fire; oxidizer. Harmful if swallowed. Causes severe skin burns and eye damage. May cause respiratory irritation.

### Precautionary statement

**Prevention** Keep away from heat. Take any precaution to avoid mixing with combustibles. Keep/Store away from clothing//combustible materials. Use only outdoors or in a well-ventilated area. Do not breathe the mist or vapor. Wear protective gloves/protective clothing/eye protection/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling.

**Response** In case of fire: Use water for extinction. If swallowed: Rinse mouth. Do NOT induce vomiting. Immediately call a poison center/doctor. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If inhaled: Remove person to fresh air and keep comfortable for breathing.

**Storage** Store locked up. Store in a well-ventilated place. Keep container tightly closed.

**Disposal** Dispose of contents/container in accordance with local/regional/national/international regulations. Rinse container at least three times to an absence of pink color before disposing.

**Hazard(s) not otherwise classified (HNOC)** Not classified.

**Environmental hazards** Hazardous to the aquatic environment, acute hazard Category 1

### 3. Composition/information on ingredients

#### Mixtures

Chemical name	CAS number	%
Sodium permanganate	10101-50-5	19 - 21

**Composition comments** All concentrations are in percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

### 4. First-aid measures

<b>Inhalation</b>	Remove victim to fresh air and keep at rest in a position comfortable for breathing. For breathing difficulties, oxygen may be necessary. Get medical attention immediately.
<b>Skin contact</b>	Take off immediately all contaminated clothing. (Caution: Solution may ignite certain textiles). Immediately flush skin with plenty of water. Get medical attention immediately. Wash contaminated clothing before reuse.  Contact with skin may leave a brown stain of insoluble manganese dioxide. This can be easily removed by washing with a mixture of equal volume of household vinegar and 3% hydrogen peroxide, followed by washing with soap and water.
<b>Eye contact</b>	Immediately flush with plenty of water for up to 15 minutes. Remove any contact lenses and open eyelids wide apart. Continue rinsing. Get medical attention immediately.
<b>Ingestion</b>	Immediately rinse mouth and drink plenty of water. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Get medical attention immediately.
<b>Most important symptoms/effects, acute and delayed</b>	Contact with this material will cause burns to the skin, eyes and mucous membranes. Permanent eye damage including blindness could result.
<b>Indication of immediate medical attention and special treatment needed</b>	Provide general supportive measures and treat symptomatically. In case of shortness of breath, give oxygen. Decomposition products are alkaline. Brown stain is insoluble manganese dioxide.
<b>General information</b>	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

### 5. Fire-fighting measures

<b>Suitable extinguishing media</b>	Flood with water from a distance, water spray or fog.
<b>Unsuitable extinguishing media</b>	The following extinguishing media are ineffective: Dry chemical. Foam. Carbon dioxide (CO <sub>2</sub> ). Halogenated materials.
<b>Specific hazards arising from the chemical</b>	May intensify fire; oxidizer. May ignite combustibles (wood, paper, oil, clothing, etc.). Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction. Oxidizing agent, may cause spontaneous ignition of combustible materials. By heating and fire, corrosive vapors/gases may be formed.
<b>Special protective equipment and precautions for firefighters</b>	Self-contained breathing apparatus and full protective clothing must be worn in case of fire. Selection of respiratory protection for firefighting: follow the general fire precautions indicated in the workplace.
<b>Fire-fighting equipment/instructions</b>	Move container from fire area if it can be done without risk. Cool containers exposed to flames with water until well after the fire is out. Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply. Dike fire control water for later disposal. Water runoff can cause environmental damage.

### 6. Accidental release measures

<b>Personal precautions, protective equipment and emergency procedures</b>	Keep unnecessary personnel away. Keep upwind. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Avoid inhalation of vapors and contact with skin and eyes. Wear protective clothing as described in Section 8 of this safety data sheet. Local authorities should be advised if significant spillages cannot be contained.
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**Methods and materials for containment and cleaning up**

Keep combustibles (wood, paper, oil, etc.) away from spilled material. Should not be released into the environment. This product is miscible in water. Stop leak if possible without any risk. Dike the spilled material, where this is possible. Proceed with either of the following two options depending upon the size of the spill and the availability of the neutralizing agents:

Option # 1: Dilute to approximately 6% with water, and then reduce with sodium thiosulfate, a bisulfite or ferrous salt solution. The bisulfite or ferrous salt may require some dilute sulfuric acid (10% w/w) to promote reduction. Neutralize with sodium carbonate to neutral pH, if acid was used. Decant or filter and deposit sludge in approved landfill. Where permitted, the sludge may be drained into sewer with large quantities of water.

Option # 2: Absorb with inert media like diatomaceous earth or inert floor dry, collect into a drum and dispose of properly. Do not use saw dust or other incompatible media. Disposal of all materials shall be in full and strict compliance with all federal, state, and local regulations pertaining to permanganates.

To clean contaminated floors, flush with abundant quantities of water into sewer, if permitted by federal, state, and local regulations. If not, collect water and treat as described above.

Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS.

**Environmental precautions**

Do not allow to enter drains, sewers or watercourses. Contact local authorities in case of spillage to drain/aquatic environment.

**7. Handling and storage**

**Precautions for safe handling**

Take any precaution to avoid mixing with combustibles. Keep away from clothing and other combustible materials. Do not get this material in your eyes, on your skin, or on your clothing. Do not breathe the mist or vapor. Use Personal Protective Equipment recommended in section 8 of the SDS. If clothing becomes contaminated, remove and wash off immediately. Spontaneous ignition may occur in contact with cloth or paper. When using, do not eat, drink or smoke. Good personal hygiene is necessary. Wash hands and contaminated areas with water and soap before leaving the work site. Avoid release to the environment.

**Conditions for safe storage, including any incompatibilities**

Store locked up. Keep container tightly closed and in a well-ventilated place. Store in a cool, dry place. Store away from incompatible materials (See Section 10). Store in accordance with NFPA 430 requirements for Class II oxidizers.

**8. Exposure controls/personal protection**

**Occupational exposure limits**

**US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium permanganate (CAS 10101-50-5)	Ceiling	5 mg/m3

**US. ACGIH Threshold Limit Values**

Components	Type	Value	Form
Sodium permanganate (CAS 10101-50-5)	TWA	0.1 mg/m3	Inhalable fraction.
		0.02 mg/m3	Respirable fraction.

**US NIOSH Pocket Guide to Chemical Hazards: Recommended exposure limit (REL)**

Components	Type	Value	Form
Sodium permanganate (CAS 10101-50-5)	TWA	1 mg/m3	Fume.

**US NIOSH Pocket Guide to Chemical Hazards: Short Term Exposure Limit (STEL)**

Components	Type	Value	Form
Sodium permanganate (CAS 10101-50-5)	STEL	3 mg/m3	Fume.

**Biological limit values**

No biological exposure limits noted for the ingredient(s).

**Exposure guidelines**

Follow standard monitoring procedures.

**Appropriate engineering controls**

Provide adequate general and local exhaust ventilation. An eye wash and safety shower must be available in the immediate work area.

**Individual protection measures, such as personal protective equipment**

**Eye/face protection**

Wear safety glasses with side shields (or goggles). Wear face shield if there is risk of splashes.

**Skin protection**

**Hand protection**

Wear chemical-resistant, impervious gloves. Use protective gloves made of: Rubber or plastic. Suitable gloves can be recommended by the glove supplier.

<b>Other</b>	Wear appropriate chemical resistant clothing. Rubber or plastic apron.
<b>Respiratory protection</b>	In case of inadequate ventilation or risk of inhalation of vapors, use suitable respiratory equipment. In the United States of America, if respirators are used, a program should be instituted to assure compliance with OSHA 29 CFR 1910.134.
<b>Thermal hazards</b>	Wear appropriate thermal protective clothing, when necessary.
<b>General hygiene considerations</b>	When using, do not eat, drink or smoke. Keep from contact with clothing and other combustible materials. Remove and wash contaminated clothing promptly. Wash hands before breaks and immediately after handling the product. Handle in accordance with good industrial hygiene and safety practice.

## 9. Physical and chemical properties

<b>Appearance</b>	Purple. Liquid.
<b>Physical state</b>	Liquid.
<b>Form</b>	Aqueous solution.
<b>Color</b>	Purple.
<b>Odor</b>	Odorless.
<b>Odor threshold</b>	Not available.
<b>pH</b>	5 - 8
<b>Melting point/freezing point</b>	Not available.
<b>Initial boiling point and boiling range</b>	Not available.
<b>Flash point</b>	Does not flash.
<b>Evaporation rate</b>	Not available.
<b>Flammability (solid, gas)</b>	Not applicable.
<b>Upper/lower flammability or explosive limits</b>	
<b>Flammability limit - lower (%)</b>	Not applicable.
<b>Flammability limit - upper (%)</b>	Not applicable.
<b>Vapor pressure</b>	Not available.
<b>Vapor density</b>	Not available.
<b>Relative density</b>	Not available.
<b>Solubility(ies)</b>	Miscible with water.
<b>Partition coefficient (n-octanol/water)</b>	Not available.
<b>Auto-ignition temperature</b>	Not available.
<b>Decomposition temperature</b>	1299.2 °F (704 °C)
<b>Viscosity</b>	Not available.
<b>Other information</b>	
<b>Density</b>	9.76 lb/gal
<b>Explosive properties</b>	Not explosive. Can explode in contact with sulfuric acid, peroxides and metal powders.
<b>Oxidizing properties</b>	Oxidizer.

## 10. Stability and reactivity

<b>Reactivity</b>	The product is non-reactive under normal conditions of use, storage and transport.
<b>Chemical stability</b>	Stable at normal conditions.
<b>Possibility of hazardous reactions</b>	Contact with combustible material may cause fire. Can explode in contact with sulfuric acid, peroxides and metal powders.
<b>Conditions to avoid</b>	Contact with incompatible materials or heat (135 °C / 275 °F) could result in violent exothermic chemical reaction.
<b>Incompatible materials</b>	Acids. Peroxides. Reducing agents. Combustible material. Metal powders.
<b>Hazardous decomposition products</b>	By heating and fire, corrosive vapors/gases may be formed. Contact with hydrochloric acid liberates chlorine gas.

## 11. Toxicological information

### Information on likely routes of exposure

Ingestion	Harmful if swallowed.
Inhalation	May cause irritation to the respiratory system.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.

**Symptoms related to the physical, chemical and toxicological characteristics** Contact with this material will cause burns to the skin, eyes and mucous membranes. Permanent eye damage including blindness could result.

### Information on toxicological effects

Acute toxicity	Harmful if swallowed.
Skin corrosion/irritation	Causes severe skin burns.
Serious eye damage/eye irritation	Causes serious eye damage.
Respiratory sensitization	Not classified.
Skin sensitization	Not classified.
Germ cell mutagenicity	Not classified.
Carcinogenicity	Not classified.
Reproductive toxicity	Not classified.
Specific target organ toxicity - single exposure	May cause irritation of respiratory tract.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not classified.
Chronic effects	Chronic effects are not expected when this product is used as intended. Prolonged exposure, usually over many years, to manganese oxide fume/dust can lead to chronic manganese poisoning, chiefly affecting the central nervous system.

## 12. Ecological information

Ecotoxicity	Very toxic to aquatic life with long lasting effects.
Persistence and degradability	Expected to be readily converted by oxidizable materials to insoluble manganese oxide.
Bioaccumulative potential	Potential to bioaccumulate is low.
Mobility in soil	The product is miscible with water. May spread in water systems.
Other adverse effects	None known.

## 13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Hazardous waste code	D001: Ignitable waste The Waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Do not allow this material to drain into sewers/water supplies.
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Rinse container at least three times to an absence of pink color before disposing. Empty containers should be taken to an approved waste handling site for recycling or disposal.

## 14. Transport information

### DOT

UN number	UN3214
UN proper shipping name	Permanganates, inorganic, aqueous solution, n.o.s. (Sodium permanganate)
Transport hazard class(es)	5.1
Subsidiary class(es)	-
Packing group	II
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	26, 353, IB2, T4, TP1
Packaging exceptions	152
Packaging non bulk	202

Packaging bulk 242

**IATA**

UN number UN3214

UN proper shipping name Permanganates, inorganic, aqueous solution, n.o.s. (Sodium permanganate)

Transport hazard class(es) 5.1

Subsidiary class(es) -

Packaging group II

Environmental hazards Yes

Labels required 5.1

ERG Code 5L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

**IMDG**

UN number UN3214

UN proper shipping name PERMANGANATES, INORGANIC, AQUEOUS SOLUTION, N.O.S. (Sodium permanganate)

Transport hazard class(es) 5.1

Subsidiary class(es) -

Packaging group II

Environmental hazards

Marine pollutant Yes

Labels required 5.1

EmS F-H, S-Q

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

## 15. Regulatory information

**US federal regulations** This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.  
All components are on the U.S. EPA TSCA Inventory List.

CERCLA/SARA Hazardous Substances - Not applicable.

Drug Enforcement Administration (DEA) (21 CFR 1310.02 (b) 8: List II chemical.

### TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

### US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

### CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium permanganate (CAS 10101-50-5) LISTED

### Superfund Amendments and Reauthorization Act of 1986 (SARA)

**Hazard categories** Immediate Hazard - Yes  
Delayed Hazard - No  
Fire Hazard - Yes  
Pressure Hazard - No  
Reactivity Hazard - No

**SARA 302 Extremely hazardous substance** No

**SARA 311/312 Hazardous chemical** Yes

### SARA 313 (TRI reporting)

Chemical name	CAS number	% by wt.
Sodium permanganate	10101-50-5	19 - 21

### Other federal regulations

#### Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Sodium permanganate (CAS 10101-50-5)

#### Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

**Safe Drinking Water Act (SDWA)** Not regulated.

**Drug Enforcement Administration (DEA). List 2, Essential Chemicals (21 CFR 1310.02(b) and 1310.04(f)(2) and Chemical Code Number**

Sodium permanganate (CAS 10101-50-5) 6588

**Drug Enforcement Administration (DEA). List 1 & 2 Exempt Chemical Mixtures (21 CFR 1310.12(c))**

Sodium permanganate (CAS 10101-50-5) 15 % wt

**DEA Exempt Chemical Mixtures Code Number**

Sodium permanganate (CAS 10101-50-5) 6588

**Food and Drug Administration (FDA)** Not regulated.

**US state regulations** This product does not contain a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

**US. Massachusetts RTK - Substance List**

Not regulated.

**US. New Jersey Worker and Community Right-to-Know Act**

Sodium permanganate (CAS 10101-50-5) 500 lbs

**US. Pennsylvania RTK - Hazardous Substances**

Not regulated.

**US. Rhode Island RTK**

Sodium permanganate (CAS 10101-50-5)

**US. California Proposition 65**

**US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance**

Not listed.

**International Inventories**

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	No
Canada	Non-Domestic Substances List (NDSL)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

\*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

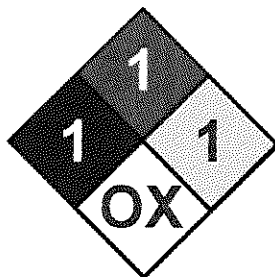
**16. Other information, including date of preparation or last revision**

**Issue date** 16-September-2013

**Revision date** -

**Version #** 01

**NFPA Ratings**



**List of abbreviations**

GHS: Globally Harmonized System of Classification and Labeling of hazardous properties of Chemicals.

TWA: Time weighted average.

LD50: Lethal Dose, 50%.

LC50: Lethal Concentration, 50%.

IMDG: International Maritime Dangerous Goods.

IATA: International Air Transport Association.

MARPOL: International Convention for the Prevention of Pollution from Ships.

**References**

HSDB® - Hazardous Substances Data Bank

Registry of Toxic Effects of Chemical Substances (RTECS)

IARC Monographs. Overall Evaluation of Carcinogenicity

National Toxicology Program (NTP) Report on Carcinogens

ACGIH Documentation of the Threshold Limit Values and Biological Exposure Indices

**Disclaimer**

The information contained herein is accurate to the best of our knowledge. However, data, safety standards and government regulations are subject to change and, therefore, holders and users should satisfy themselves that they are aware of all current data and regulations relevant to their particular use of product. CARUS CORPORATION DISCLAIMS ALL LIABILITY FOR RELIANCE ON THE COMPLETENESS OR ACCURACY OR THE INFORMATION INCLUDED HEREIN. CARUS CORPORATION MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE PRODUCT DESCRIBED HEREIN. All conditions relating to storage, handling, and use of the product are beyond the control of Carus Corporation, and shall be the sole responsibility of the holder or user of the product.

(Carus and design) is a registered service mark of Carus Corporation.





821 William D. Jones Blvd.  
Fayetteville, TN 37334  
Toll free (888) 542-8561  
Fax (931) 438-2673

## Customer References

- 1.) Water Authority of Dickson Co.  
101 Cowan Road  
Dickson, TN 37055  
(615) 740-9130  
Jimmy Murphy, Assistant Water Treatment Manager  
[jmurphy@wadc.us](mailto:jmurphy@wadc.us)  
  
\*Supply and deliver water treatment chemicals as needed
  
- 2.) Murfreesboro Water & Sewer  
300 NW Broad Street  
Murfreesboro, TN 37133  
(615) 890-0862  
Alan Cranford, Superintendent  
[acranford@murfreesborotn.gov](mailto:acranford@murfreesborotn.gov)  
  
\*Supply and deliver water treatment chemicals as needed
  
- 3.) 2<sup>nd</sup> South Cheatham Utility District  
503 Valley Dr.  
Kingston Springs, TN 37082  
(615) 952-5088  
Mark Moran, Plant Manager  
[sscudplant@bellsouth.net](mailto:sscudplant@bellsouth.net)  
  
\*Supply and deliver water treatment chemicals as needed
  
- 4.) City of Franklin (Water & Wastewater)  
109 3<sup>rd</sup> Ave. South  
Franklin, TN 37064  
(615) 791-3240 / (615) 791-3260  
Juan Davis, Superintendent Water Reclamation Facility  
Russell Sullivan, Superintendent Water Treatment Plant  
Larry McClure, Assistant Superintendent Water Treatment Plant  
[juand@franklintn.gov](mailto:juand@franklintn.gov); [russells@franklintn.gov](mailto:russells@franklintn.gov); [larry.mcclure@franklintn.gov](mailto:larry.mcclure@franklintn.gov)  
  
\*Supply and deliver water treatment chemicals as needed

# 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 Lincoln ) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Owner of American Development Corporation  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
(legal name of entity submitting bid or proposal)

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

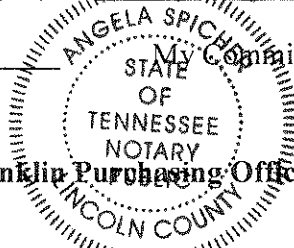
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer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

W. Wetherington  
(signature of Affiant)

CEO  
(title of Affiant)

Sworn and subscribed to before me this 23<sup>rd</sup> day of March, 2016

Angela Spicher  
(Notary Public)



My Commission Expires: May 2019

**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 Lincoln ) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Owner of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
American Development Corporation  
(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.

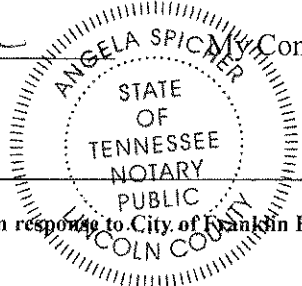
W. M. Wetherington  
(signature of Affiant)

CEO  
(title of Affiant)

Sworn and subscribed to before me this 23<sup>rd</sup> day of March, 2016

Angela Spicher  
(Notary Public)

Commission Expires: May 2019



**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 Lincoln ) SS

Affiant, W. Michael Wetherington, deposes and makes oath that:  
(printed name of person signing Affidavit)

1. He or she is the Owner of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
American Development Corporation,  
(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.

W. Michael Wetherington  
(signature of Affiant)

CEO  
(title of Affiant)

Sworn and subscribed to before me this 23<sup>rd</sup> day of March, 2016

Angela Spicher  
(Notary Public)

My Commission Expires: May 2019



**CITY OF FRANKLIN, TENNESSEE  
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2016-0101)

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**Attachment No. 2**

**CITY'S TERMS**

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. \_\_\_\_\_

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

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

In the case of Vendor:

American Development Corporation

Attn: Mike Wetherington

2016-020    2016-023

821 William D. Jones Blvd.

P.O. Box 620

Fayetteville, TN 37334

931-438-2673

[mikew@adc-chem.com](mailto:mikew@adc-chem.com)

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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

# Standard Procurement Terms and Conditions

## City of Franklin, Tennessee

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



## Standard Procurement Terms and Conditions City of Franklin, Tennessee

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

# CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2016-0101)

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## Attachment No. 3

### CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/23/2016	Bagley & Bagley Insurance 102 East College St. P.O. Box 470 Fayetteville, TN 37334	City of Franklin, TN	City of Franklin 109 3 <sup>rd</sup> Ave. South Franklin, TN 37064	Commercial General Liability	6/1/2016
				Automobile Liability	6/1/2016
				Workers Compensation and Employers' Liability	6/1/2016
				Pollution Liability	6/1/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2016

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

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

<b>PRODUCER</b> Bagley & Bagley Insurance 102 East College St. P.O. Box 470 Fayetteville TN 37334	<b>CONTACT NAME:</b> Tammy Mullins <b>PHONE (A/C, No. Ext):</b> (931) 433-3933 <b>E-MAIL ADDRESS:</b> tammy@bagleyandbagley.com	<b>FAX (A/C, No):</b> (931) 433-4843
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> American Development Corporation of Tennessee P. O. Box 620 Fayetteville TN 37334	<b>INSURER A:</b> ChemPlan	
	<b>INSURER B:</b> Argos Group	
	<b>INSURER C:</b> Catlin Insurance	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: City of Franklin, TN

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		GLP2008867-13	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP2008863-12	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			FFX2008868-12	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC0440041092	6/1/2015	6/1/2016	<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
C	<b>POLLUTION POLICY</b>			STV-675797-0616	6/1/2015	6/1/2016	AGGREGATE/OCCURRENCE 1,000,000

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

The City of Franklin, TN shall be listed as Additional Insured in regards to the above general liability coverage.

**CERTIFICATE HOLDER**

City of Franklin  
 109 3rd 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

Bagley &amp; Bagley/TAMM

*Bagley + Bagley*

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**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**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by those entities with whom the Named Insured executes a written contract. With respect to the coverage afforded the additional insureds scheduled above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. 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", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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 location 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.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**CITY OF FRANKLIN, TENNESSEE**  
**PROCUREMENT AGREEMENT**  
(City of Franklin Contract No. 2016-0101)

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**Attachment No. 4**

**INDEMNIFICATION AGREEMENT**

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

On behalf of Bidder/Proposer, W. Michael Wetherington agrees that:  
(printed name of person signing Agreement)

1. He or she is the Owner of  
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)  
American Development Corporation,  
(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.

W. Michael Wetherington  
(signature of person whose printed name appears above)

CEO  
(title of person whose printed name appears above)