

CoF Contract No. 2016-0280, part 1



UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 · Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45931

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:	
Street Address: 109 3rd Ave. South			Description of Work to be Performed: ROV Inspection(s)			
City: Franklin	State: TN	Zip Code: 37064	Tank Name: Ash Drive			
Accounts Payable Contact Name: Angelique Franzoni		Email: angelique.franzoni@franklintn.gov		Job Site Address: 300 Ash Drive, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline		Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 2,000,000	Tank Style: Ground Storage

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. A date shall be coordinated by both parties for the tank to be inspected by a Remote Operated Vehicle (ROV).
2. Inspection prices are based upon scheduling multiple visits in the area and we request flexibility in scheduling.
3. It is the Customer's responsibility to ensure that the safety conditions on the tank are up to code and that the ROV can be inserted into the tank with no obstructions.
4. All equipment entering the tank will be disinfected according to AWWA standards.
5. The tank exterior and interior will be inspected to assess the Sanitary, Safety, Structural, Security, and Coatings conditions. The interior inspection of the tank, as viewed by the ROV and associated equipment, will be recorded on a DVD during the inspection.
6. Exterior and interior paint samples will be taken and the samples will be analyzed at a certified laboratory to determine the total lead and chromium content of the existing coatings.
7. After all inspection work is completed, the tank will be sealed and made ready for service.
8. A comprehensive written report with color digital photographs will be submitted detailing the condition of the tank.
9. A representative of Utility Service Co., Inc. will schedule a date with the Owner to present the inspection report and findings.
10. The above pricing is contingent on accessibility of the site and the ability of Utility Service Co., Inc. to perform tasks required unobstructed, and to complete the task in one full work day. (\$1,500.00 for each additional day).
11. Before work commences and until work has been completed and accepted by Owner, Utility Service Co., Inc. agrees to meet or exceed Owner's Insurance Requirements attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
12. Owner's Standard Procurement Terms and Conditions, attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, are hereby made part of this proposal.

Please sign and date this proposal and fax one copy to our office.

One Thousand Eight Hundred and -----
00/100Dollars \$1,800.00

Payment to be made as follows:

Payment in Full Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Bert Gore

Note:

This proposal may be withdrawn by us if not
accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month July, 2016

Signature

Eric S. Stuckey

Date of Acceptance

10-6-16

Printed Name

Eric Stuckey, City Administrator

Law Dept. approved 10.05.16



UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309

Toll-free: 855-526-4413 | Fax: 478-987-2991

utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45980

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:
Street Address: 109 3rd Ave. South			Description of Work to be Performed: ROV Inspection(s)		
City: Franklin	State: TN	Zip Code: 37064	Tank Name: Carters Creek		
Accounts Payable Contact Name: Angelique Franzoni	Email: angelique.franzoni@franklintn.gov		Job Site Address: 1744 W Main Street, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline	Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 1,000,000	Tank Style: Ground Storage

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Dollars

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Authorized
USCI Signature

Bert Gore

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Fiscal Yr Beginning Month July, 2016

Signature

Eric S. Stuckey

Date of Acceptance 10-6-16

Printed Name

Eric Stuckey, City Administrator

Law Dept. approved 10.05.16



UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 · Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45984

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:	
Street Address: 109 3rd Ave South			Description of Work to be Performed: ROV Inspection(s)			
City: Franklin	State: TN	Zip Code: 37064	Tank Name: Columbia			
Accounts Payable Contact Name: Angelique Franzoni		Email: angelique.franzoni@franklintn.gov		Job Site Address: 4048 Columbia Avenue, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline		Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 2,000,000	Tank Style: Ground Storage

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Dollars

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Authorized
USCI Signature

Bert Gore

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Fiscal Yr Beginning Month July, 2016

Signature Eric S. Stuckey

Date of Acceptance 10-6-16

Printed Name Eric Stuckey, City Administrator

Law Dept. approved 10.05.16



Proposal From UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 · Promenade · Atlanta, GA 30309

Toll-free: 855-526-4413 | Fax: 478-987-2991

utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45978

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:
Street Address: 109 3rd Ave South			Description of Work to be Performed: ROV Inspection(s)		
Franklin	State: TN	Zip Code: 37064	Tank Name: Curd Lane		
Accounts Payable Contact Name: Angelique Franzoni	Email: angelique.franzoni@franklintn.gov		Job Site Address: 1296 Liberty Pike, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline	Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 2,000,000	Tank Style: Ground Storage

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Authorized
USCI Signature

Bert Gore

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Fiscal Yr Beginning Month July, 2016

Signature

Date of Acceptance 10-6-16

Printed Name

Eric Stuckey, City Administrator



UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 · Promenade · Atlanta, GA 30309

Toll-free: 855-526-4413 | Fax: 478-987-2991

utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45982

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:	
Street Address: 109 3rd Ave South			Description of Work to be Performed: ROV Inspection(s)			
City: Franklin		State: TN	Zip Code: 37064		Tank Name: Goosecreek	
Accounts Payable Contact Name: Angelique Franzoni		Email: angelique.franzoni@franklintn.gov		Job Site Address: 2933 McLemore Circle, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline		Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 2,000,000	Tank Style: Ground Storage

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Fiscal Yr Beginning Month July, 2016

Signature

Eric S. Stuckey

Date of Acceptance

10-6-16

Printed Name

Eric Stuckey, City Administrator

Law Dept. approved 10.05.16



UTILITY SERVICE CO., INC.

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Toll-free: 855-526-4413 | Fax: 478-987-2991

utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45981

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:
Street Address: 109 3rd Ave. South			Description of Work to be Performed: ROV Inspection(s)		
City: Franklin	State: TN	Zip Code: 37064	Tank Name: Grassland		
Accounts Payable Contact Name: Angelique Franzoni	Email: angelique.franzoni@franklintn.gov		Job Site Address: 231 General JB Hood Drive, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline	Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 1,500,000	Tank Style: Ground Storage

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USCI Signature

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Fiscal Yr Beginning Month July, 2016

Signature

Eric S. Stuckey

Date of Acceptance

10-6-16

Printed Name

Eric Stuckey, City Administrator



UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 8/26/16

Submitted by: Bert Gore

Local Phone: (423) 416-2773

SFID: 45983

CN:

SO:

Proposal Submitted To: City of Franklin			Phone Number: (615) 794-4554		Fax Number:
Street Address: 109 3rd Ave. South			Description of Work to be Performed: ROV Inspection(s)		
City: Franklin	State: TN	Zip Code: 37064	Tank Name: Royal Oaks		
Accounts Payable Contact Name: Angelique Franzoni	Email: angelique.franzoni@franklintn.gov		Job Site Address: 200 Royal Oaks Blvd, Franklin, TN 37064		
Job Contact (Inspection Reports): Brad Furline	Email: Brad.furline@franklintn.gov		County / Parish: Williamson	Tank Size: 1,000,000	Tank Style: Ground Storage

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Fiscal Yr Beginning Month July, 2016

Signature

Eric S. Stuckey

Date of Acceptance

10-6-16

Printed Name

Eric Stuckey, City Administrator

Law Dept. approved 10.05.16

City of Franklin, Tennessee Insurance Requirements**City Contract No.: 2016-0280 (water storage tank inspection services)**

Before commencement of delivery of the products and services pertaining to this City of Franklin, Tennessee ("City") procurement, Utility Service Co., Inc. ("Vendor") 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 \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate (Waiver of Subrogation required)	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with copy of 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 (Waiver of Subrogation required)	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
Professional Liability	\$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

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply, delivery and acceptance of the ordered products and services, pursuant to this procurement, then Vendor 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.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply, delivery and acceptance of the ordered products and services, pursuant to this procurement, then Vendor 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 City of any such material modification or cancelation.

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.

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 contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
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 the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
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, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin ~~Purchasing Office Solicitation No.~~ **Contract No.** 2016 - 0280

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Utility Service Co., Inc.

Attn: Bert Gore, Water System Consultant

1230 Peachtree St. NE, Suite 1100 - Promenade

Atlanta, GA 30309

FAX: 478-987-2991

E-mail: BGore@UtilityService.com

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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, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
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.

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11. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
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 in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already 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.

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