



210 25th Avenue North, Suite 1102
 Nashville, Tennessee 37203
 Telephone: (615) 320-3161
 Fax: (615) 320-6560

LETTER OF TRANSMITTAL

To: Plan Holders
From: Katy Turney for Bob Huguenard
Date: October 13, 2017
Re: City of Franklin, Tennessee
 Franklin WRF Modifications & Expansion Project - COF Contract No. 2017-0264
 Addendum No. 1

WE ARE SENDING YOU:

- Attached
- Shop Drawings
- Copy of Letter
- Plans
- Under Separate Cover
- Prints
- Change Order
- Preliminary Drawings
- Other:

COPIES	DATE	DESCRIPTION
1	10/13/17	Addendum No. 1

THESE ARE TRANSMITTED as checked below:

- For Approval
- For Your Use
- As Requested
- For Review and Comment
- For Bids Due
- Approved as Submitted
- Approved by Payment
- Returned for Corrections
- Resubmit ___ copies for approval
- Submit ___ copies for distribution
- Return ___ corrected prints

COMMENTS:

Enclosed please find Addendum No. 1 for the above referenced project.

Kindly acknowledge your receipt of this Addendum by e-mailing or faxing the attached Confirmation of Receipt form to the attention of Ms. Katy Turney (turneyk@cdmsmith.com, fax 615-320-6560).

Distribution: Project File (14915-96594-WRF)

**CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS & EXPANSION PROJECT
COF CONTRACT NO. 2017-0264 / CDM SMITH PROJECT NO. 14915-96594-WRF**

CONFIRMATION OF RECEIPT OF ADDENDUM NO. 1

This is to confirm that I have received Addendum No. 1, issued on October 13, 2017, for the City of Franklin, Tennessee – Franklin WRF Modifications & Expansion Project.

Recipient's Name: _____
(Print)

Recipient's Signature: _____

Company: _____

Date: _____

Please e-mail or fax this completed Confirmation of Receipt form to Ms. Katy Turney at CDM Smith (turneyk@cdmsmith.com, fax 615-320-6560).

CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF MODIFICATIONS & EXPANSION PROJECT
COF CONTRACT NO. 2017-0264 / CDM SMITH PROJECT NO. 14915-96594-WRF

BID OPENING DATE: Tuesday, December 5, 2017, at 2:00 p.m. Central Time

ADDENDUM NO. 1
October 13, 2017

The following additions, deletions, modifications, and clarifications shall be incorporated into the above referenced bid. These items shall have the full force and effect as the Contract Documents and cost involved shall be included in the bid price.

I. WITHIN THE BIDDING DOCUMENTS & CONTRACT DOCUMENTS

1. SECTION 00010 – TABLE OF CONTENTS
 - a. On Page 00010-1:
 - i. Change the title of Section 00020 to **Notice to Bidders**.
 - ii. Change the title of Section 00610 to **Performance-Payment Bond Form**.
 - iii. Delete Section 00620, Payment Bond.
 - iv. Insert the new line “**00710 Indemnification Agreement**” after Section 00700.
2. SECTION 00020 – NOTICE TO BIDDERS
 - a. This Section has been renamed and reissued. See attached.
3. SECTION 00410 – BID BOND FORM
 - a. This Section has been reissued. See attached.
4. SECTION 00440 – AFFIDAVIT OF DRUG-FREE WORKPLACE
 - a. This Section has been reissued. See attached.
5. SECTION 00450 – AFFIDAVIT OF TITLE VI COMPLIANCE
 - a. This Section has been reissued. See attached.
6. SECTION 00480 – AFFIDAVIT OF NON-COLLUSION
 - a. This Section has been reissued. See attached.
7. SECTION 00610 – PERFORMANCE-PAYMENT BOND FORM
 - a. This Section has been renamed and reissued. See attached.
8. SECTION 00620 – PAYMENT BOND
 - a. Delete this Section in its entirety.
9. SECTION 00710 – INDEMNIFICATION AGREEMENT

- a. Insert this new Section, attached.

II. WITHIN THE TECHNICAL SPECIFICATIONS, DIVISIONS 1 THROUGH 16

1. SECTION 01010 – SUMMARY OF WORK
 - a. On Page 01010-2, in Paragraph 1.02B.14.e, delete the words “a rapid rise overflow tank.”
2. SECTION 11383 – COARSE BUBBLE AIR DIFFUSER SYSTEM
 - a. On Page 11383-8, in Paragraph 3.03C.1, delete the words “Equipment Manufacturer’s Certificate of Installation, Testing and Instruction” and insert the words “**Form 01100-A, Manufacturer’s Certification of Proper Installation (COPI)**”.

III. ON THE DRAWINGS

1. DRAWING G-2 – INDEX OF SHEETS (2 OF 3)
 - a. Strike through Drawings E-13 and E-37, and insert the words **NOT IN CONTRACT** next to each title.
2. DRAWING G-8 – MASS BALANCE – SOLIDS TREATMENT PROCESS AT 16 MGD ADF
 - a. At Coordinate E-3, next to the underlined label SOLAR DRYING, strike through the text in parentheses (ADDITIVE ALTERNATES A & B) and insert the words **NOT IN CONTRACT** next to the text in parentheses.
3. DRAWING M-49 – RAS/WAS PUMP STATION DEMOLITION & MODIFICATIONS – PLANS & SECTIONS
 - a. In the Modifications Plan, at Coordinate E-2, move the leader for the callout MODIFY EXISTING SCUM PUMP SC-3 (SEE NOTE 5) so that it points to the scum pump in the southwest corner of the room.
4. DRAWING M-67 – FOG RECEIVING STATION – BOTTOM PLAN AND SECTION
 - a. In Notes 14 and 15, insert an **angle symbol (∠)** after “SST.”

IV. REQUESTS FOR INFORMATION AND RESPONSES

(Not to be included within the Contract Documents)

1. Request: The electronic copy of the drawings provided appears to be scanned hard copies, thus it is a Raster PDF copy. With a job this size, please provide a Vector PDF copy of the drawings (Print the drawing file to a PDF). This will assist with earthwork takeoff, allowing earthwork software the ability to import grade lines, as well as improve take-off for other trades. Additionally, please do not “lock” the PDFs as this negates our ability to extract specific drawings for smaller firms, such as DBE enterprises, nor can we send the drawings to our printer due to the size of the files.

Response: Although we are unable to provide vector PDFs as requested, we have reissued the electronic bid documents to all Plan Holders. The reissued documents allow extraction and marking up of pages.

2. Request: Request to consider an alternative manufacturer of laboratory fume hoods and laboratory casework.

Response: Please refer to Item V.3. below.

No other questions were received.

V. FOR INFORMATION ONLY (Not to be included within the Contract Documents)

1. Plan Holder List (attached)
2. Refer to Section 00100, Article 4, for the procedures to submit questions about the meaning or intent of the Contract Documents. No questions will be accepted after 12 p.m. Central Time on Tuesday, November 28, 2017.
3. We have received several requests for manufacturers and products to be listed in the Specifications. Please be advised that we will not review any requests for substitute manufacturers or products during the bidding process, nor will we review any requests to be listed in the Specifications during the bidding process. Bidders may propose substitute manufacturers that meet the specifications as part of their Bid in the Bid Form. These requests for substitute manufacturers and products will be reviewed as needed as part of the bid review process. Any additional information required will be requested at that point.
4. The City of Franklin (COF) Contract Number on each specification page and drawing sheet is **2017-0264** instead of 2015-0163. This Contract Number will be revised prior to production of the Conformed Contract Documents. Documents that are required to be submitted with the Bid will be reissued with the correct Contract Number.

**CITY OF FRANKLIN, TENNESSEE
NOTICE TO BIDDERS**

NOTICE IS HEREBY GIVEN that the City of Franklin, Tennessee (“City”) will receive sealed bids in the Office of the City Engineer, City Hall, 109 3rd Avenue South, Suite 142, P.O. Box 305, Franklin, Tennessee 37064, until 2:00 p.m. Central Time on December 5, 2017. After such time on the same day, the bids will be publicly opened and read aloud at the City of Franklin’s City Hall Boardroom, 109 3rd Avenue South, Franklin, Tennessee, 37064 for the following project:

**FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
CONTRACT NO.: 2017-0264**

The Project generally consists of the furnishing of all materials, equipment and labor for the construction of approximately, but not limited to the following:

- A. Construction of a new headworks structure with multi-rake mechanical bar screens, a manual coarse bar rack, a sluicing trough, washer compactors, grit removal equipment, grit classifiers, telescoping valves, an automatic sampler, and two equalization basin influent pumps.
- B. Construction of an equalization basin that will accept screened and degritted flow from the headworks structure for all influent flows above 33 mgd.
- C. Construction of odor control systems for both the headworks structure and the equalization basin.
- D. Construction of a new biological nutrient removal (BNR) basin splitter box to reroute each of the new upsized 42-inch influent pipes to the BNR basin so that they enter the basin at the initiation of the new anaerobic zone. The return activated sludge (RAS) flow will be returned to this distribution box.
- E. Conversion of a portion of the existing BNR basin volume to a fermentation zone to provide enhanced biological phosphorus removal, followed by an anoxic zone for denitrification.
- F. Addition of increased levels of dissolved oxygen into each of the three oxidation ditches supplied by two duty blowers and additional coarse bubble diffused aeration into BNR Basins 1, 2 and 3.
- G. Raising of the BNR effluent weirs to avoid submerging them, as well as to reduce head losses in the clarifier distribution piping.
- H. Installation of interior launders in the clarifier distribution box that feed each of the existing sumps.
- I. Various improvements at the Reclaimed Water Pump Station, including removal of an existing pump and installation of two new pumps, and refurbishment, as needed, of the existing pump control valves.
- J. Various improvements inside the existing Return Sludge Pump Station and the RAS/WAS Pump Station, including removal of the existing WAS pumps and variable speed drives and

installation of new WAS pumps and variable speed drives; modifications to the existing scum pumps; HVAC improvements; and structural modifications.

- K. Several plant piping improvements, including but not limited to the following.
 - 1. Replacement of the piping between BNR basins 1 and 2 and the clarifier distribution box with a single 48-inch diameter pipe.
 - 2. Replacement of the piping between the clarifier distribution box and the clarifiers to 30-inch diameter piping.
 - 3. Replacement of the settled water junction box with hard piping to reduce headloss.
 - 4. Numerous modifications to the distribution piping in the denitrification filter gallery, including the replacement of the 42-inch influent filter header with a 48-inch pipe and replacement of the 24-inch tees with 30-inch tees.
- L. Construction of a new, two-channel ultraviolet (UV) disinfection system.
- M. Construction of an alum storage and feed system.
- N. Construction of new solids treatment facilities, including the following.
 - 1. A waste activated sludge (WAS) storage tank with mixing system.
 - 2. A Solids Processing Building to house sludge screening equipment, pre-dewatering centrifuges, post-dewatering screw presses, polymer dilution and feed systems, odor control chemical metering systems, and supporting equipment.
 - 3. A Thermal Hydrolysis Process (THP) to pretreat sludge prior to digestion.
 - 4. A fats, oils and grease (FOG) receiving station, storage tanks with mixing systems, and feed pumps.
 - 5. Two anaerobic digesters with mixing systems, and a Digester Building to house supporting equipment.
 - 6. A digested biosolids storage tank with mixer.
 - 7. A digester gas storage and handling system.
 - 8. A combined heat and power (CHP) system.
 - 9. ~~A solar drying system consisting of one of the following Additive Alternates:~~
 - a. ~~Two drying chambers. (Additive Alternate No. 2 on the Bid Form)~~
 - b. ~~Six drying chambers. (Additive Alternate No. 3 on the Bid Form)~~

NOT IN CONTRACT
 - 10. A solids process odor control system.
 - 11. Two new scum holding tanks with blowers and appurtenances.

- O. Instrumentation and controls improvements, including but not limited to the following.
 - 1. Replacement of the plant's existing control system, including but not limited to replacement of existing programmable logic controllers (PLCs), installation of new PLCs for new process areas, installation of new Ethernet switches and the formation of a plant-wide Ethernet network, and installation of two new PC workstations with upgraded human-machine interface (HMI) software.
 - 2. New field instruments and controls for all plant process areas affected during construction, and inspection of all existing instruments to determine their future use.
 - 3. Replacement of all fiber optic cable in the plant, and extension of the new multi-mode cabling to all existing and new PLC locations as needed.

- P. Electrical improvements, including but not limited to the following.
 - 1. Removal of multiple existing services and replacement with two new services at each end of the treatment plant.
 - 2. Construction of a new Main Electrical Building to serve all new structures and existing areas of the plant.

- Q. Complete or partial demolition of existing structures and equipment throughout the treatment plant, including but not limited to the following.
 - 1. Demolition of the RAS distribution box.
 - 2. Demolition of the settled water junction box.
 - 3. Demolition of old aeration basins 1 and 2.
 - 4. Demolition of Clarifiers 3 and 4.
 - 5. Removal of four WAS pumps from the Return Sludge Pump Station (pumps WAS-5 & WAS-6) and the RAS/WAS Pump Station (pumps WAS-7 & WAS-8).
 - 6. Demolition of two out of three tertiary filter beds.
 - 7. Demolition of the existing headworks facility.
 - 8. Partial demolition of the clarifier influent distribution box.
 - 9. Removal of the existing UV disinfection system equipment.
 - 10. Demolition of Sludge Storage Tanks 1 and 2.
 - 11. Demolition of Dissolved Air Flotation (DAF) Tanks 1 and 2.
 - 12. Demolition of the Belt Filter Press Feed Tank.
 - 13. Demolition of the three ATAD Reactor Tanks.

- R. Yard piping, grading, paving and landscaping.
- S. Installation, maintenance and removal of all erosion and sediment control, and other environmental protection measures, including all permits and approvals required.
- T. Testing, start-up, training, and miscellaneous work as shown on the Drawings and as specified herein.
- U. Site cleanup and restoration.
- V. Other work as shown on the Drawings and/or as specified herein.

The allotted time for construction is 1,000 calendar days to Substantial Completion and 1,095 days to Final Completion.

A Pre-Bid Conference will be held from 10:00 a.m. to 12:00 p.m. Central Time on October 24, 2017, at the City Hall Training Room, 109 3rd Avenue South, Franklin, Tennessee 37064. Following the Pre-Bid Conference, there will be a site visit from 1:00 p.m. to 4:00 p.m. Central Time at the Franklin WRF at 135 Claude Yates Drive, Franklin, Tennessee 37064. A second site visit at the Franklin WRF will be available to plan holders from 7:00 a.m. to 5:00 p.m. Central Time on November 7, 2017; sign-up instructions for this second site visit will be distributed at the Pre-Bid Conference and via Addendum. Attendance at the Pre-Bid Conference and participation in at least one site visit are MANDATORY for all contractors planning to submit a Bid Proposal on this project.

Information for Bidders; the Bid Form; the Form of Agreement; Drawings; Specifications information; Bid Bond, Performance Bond, and Payment Bond information; and other Contract Documents may be examined at the addresses below.

- Builders Exchange of Tennessee
2322 Winford Avenue
Nashville, Tennessee 37211
(615) 690-7200
- Builders Exchange of Tennessee
300 Clark Street
Knoxville, Tennessee 37921
(865) 525-0443
- Nashville Minority Business Center
1919 Charlotte Avenue, Suite 310
Nashville, Tennessee 37203
(615) 340-5004
Attn: Ms. Marilyn Robinson, Executive Director

Copies of the Contract Documents may be obtained at the Issuing Office at CDM Smith, Parkview Towers, 210 25th Avenue North, Suite 1102, Nashville, Tennessee 37203. Contact Ms. Katy Turney at (615) 320-3161. A non-refundable payment in cash, bank or certified check payable to CDM Smith will be required for each set of the Contract Documents, which are priced as follows. Bidders requesting Contract Documents to be shipped to them shall provide a valid UPS or FedEx account number to cover express shipping costs.

- \$3,200.00 for the first copy. The buyer will receive one hard copy set of the Contract Documents plus an electronic copy, in Adobe PDF format, available via download from a secure file server.
- \$2,000.00 for each additional hard copy set.

Each bid must be submitted on the Bid Form(s) provided in the Bid Documents along with the other documents required, including but not limited to the Drug Free Affidavit as required by T.C.A. § 50-9-113, and either accompanied by a Bid Bond Form, properly executed on the form provided or a Certified Check or Cashier's Check drawn on a National or Tennessee Bank in the amount of 5% of the Total Bid Price.

The envelope containing the vendor's bid must be sealed and contain on the face of the envelope the word "BID", the name of the Project, Bidder's Name, License Number, Classification and Expiration Date in accordance with State law (TCA § 62-6-119). Electrical, Plumbing, Heating, Ventilation, and Air Conditioning as well as any additionally required Subcontractors' Name, License Number, Classification and Expiration Date in accordance with State Law (TCA § 62-6-119), and the Time and Date of the Bid Opening shall also appear on the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

All Bidders must be licensed contractors as required by the Contractor Licensing Act of 1976 (TCA Title 62, ch.6).

The City of Franklin is an equal opportunity affirmative action employer, drug-free, with policies of nondiscrimination based on race, sex religion, color, national or ethnic origin, age disability, or military service.

The City of Franklin does not discriminate based on race, color national origin, age, sex or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities with regard to all aspects of this contract. By submitting a bid the contractor certifies and warrants they will also comply.

Bidders may not withdraw their Bids after a period of ninety days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the Bids. The Successful Bidder must furnish a 100 percent Performance Bond and a 100 percent Payment Bond with a surety company acceptable to the City.

Complete instructions for filing Bids are included in the Instructions to Bidders.

Wage rates for this Project are subject to the minimum wage rates for Water and Sewer Projects, located in the SRF Contract Requirements section of the Contract Documents.

DAVIS-BACON ACT and AMERICAN IRON AND STEEL REQUIREMENTS

This project is being funded by a State Revolving Fund loan on or after 2014 EPA Fiscal Year. The loan recipient must be in compliance with all applicable Davis-Bacon Act and American Iron and Steel requirements.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIREMENTS

Any contract or contracts awarded by the City through this invitation for bids will be funded by a State Revolving Fund (SRF) loan from the State of Tennessee. State and Federal funds will be involved in this project, and, as a result, Bidders must comply with the SRF Loan Program's Disadvantaged Business Enterprises (DBE) requirements including contacting a minimum of 10 qualified DBE sub-contractors, professional service providers, vendors, and/or suppliers by certified mail to solicit bids. The apparent successful Bidder must submit to the City copies of the certified letters and return receipts prior to contract award. Neither the State of Tennessee nor any of its departments, agencies, or employees is or will be a party to this Invitation for Bids or any resulting contract(s) awarded by the City.

SPECIAL NOTICE TO DISADVANTAGED BUSINESS ENTERPRISES (DBE) FIRMS

All qualified Disadvantaged Business Enterprises (DBE) firms desiring to bid as a General Contractor, sub-contractor, professional service provider, supplier, or equipment vendor are encouraged to contact Ms. Marilyn Robinson at the Nashville Minority Business Center office listed above to review bidding/contract documents. Qualified DBE firms are also encouraged to contact Ms. Katy Turney at CDM Smith, Parkview Towers, 210 25th Avenue North, Suite 1102, Nashville, Tennessee 37203, phone (615) 320-3161, in order to obtain a list of prospective bidding General Contractors or to obtain copies of bidding/contract documents.

The City reserves the right to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

The governing body of the City of Franklin, Tennessee shall reserve the right to reject any and all bids if said body deems it necessary in the best interest of the citizens of Franklin, Tennessee. Bids lacking required documents or not submitted in accordance with Tennessee State Bidding Laws will be rejected and may subject the bidder to a one (1) year ban from submittal on future City of Franklin projects. For additional information, please call Ms. Patricia McNeese, P.E., Utilities Project Manager, at (615) 794-4554.

Michelle M. Hatcher, P.E.
City of Franklin, Tennessee

END OF NOTICE TO BIDDERS

SECTION 00410
BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

as Principal, and _____ as Surety, are hereby held and
firmly bound unto _____ as
Owner in the penal sum of _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns. Signed this _____ day of
_____, 20 _____. The condition of the above obligation is such that whereas
the Principal has submitted to _____
_____ a certain BID attached hereto and hereby made a part hereof to enter into a contract
in writing, for the _____

NOW THEREFORE,

- (a) If said BID shall be rejected, or in the alternate,
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID.

then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agree that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its BOND shall be in no way impaired or affected by an extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S.)

Surety

BY _____

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current List (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE TO BIDDER: Bid Bond must be furnished utilizing this form unless the Owner approves an alternate form in writing. Such alternate form must be submitted to the Engineer for review no later than ten (10) days prior to the bid opening.

END OF SECTION

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

State of _____)
County of _____) SS

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

1. He or she is the _____ of
(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. 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.

(signature of Affiant)

(title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public)

My Commission Expires: _____

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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 _____)
) SS
County of _____)

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

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

(legal name of entity submitting bid or proposal)

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

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

(signature of Affiant) (title of Affiant)

Sworn and subscribed to before me this _____ day of _____, 20_____

(Notary Public) My Commission Expires: _____

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

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SECTION 00610
PERFORMANCE-PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS:

that _____
(Name of Contractor)

a _____ hereinafter called **Principal**,
(corporation, partnership or individual)

and _____ hereinafter
(Name of Surety)

called **Surety**, are held and firmly bound unto the City of Franklin, Tennessee; 109 Third Avenue, South; P. O. Box 305; Franklin, Tennessee 37065, hereinafter called **Owner**, in the total aggregate penal sum of:

PLEASE TYPE THE DOLLAR AMOUNT HERE

in lawful money of the United States, for payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the ____ day of _____, 20____, copy of which is hereto attached and made a part hereof for the construction of:

**FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT**

NOW THEREFORE, if the Principal shall will, truly and faithfully perform its duties, all of the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, an corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification hereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then these obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed

thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the Contract or to the work to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	BY:	_____
Principal Secretary		Principal
		(Signature)
(SEAL)		_____
		(Type or Print)
_____		_____
Witness as to Principal		(Address)

(Type or Print)		

(Address)		

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ATTEST:

Surety

BY:

Witness to Surety

Attorney-in-Fact

(Type or Print)

(Type or Print)

(Address)

(Address)

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is a partnership, all partners should execute Bond.

END OF SECTION

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SECTION 00710
INDEMNIFICATION AGREEMENT

_____ 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, what-so-ever, arising out of 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.

END OF SECTION

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PLAN HOLDER LIST

City of Franklin, Tennessee - Franklin WRF Modifications & Expansion Project

COF Contract No. 2017-0264 / CDM Smith Project No. 14915-96594-WRF

Bid Opening Date: December 5, 2017, at 2:00 p.m. Central Time

Updated: 10/12/17 2:20 PM

For an updated plan holder list, please contact CDM Smith at (615) 320-3161

Bid Set No.	Contact Name	Company	Address	E-Mail	Phone	Fax
1	Kendra Buhlig	Builders Exchange of Tennessee	2322 Winford Avenue, Nashville, Tennessee 37211 and 300 Clark Street, Knoxville, Tennessee 37921	kendra@bxtn.org	615-690-7200	615-690-7201
2	Marilyn Robinson	Nashville Minority Business Center	1919 Charlotte Avenue, Suite 310, Nashville, Tennessee 37203		615-340-5004	
3	Patricia McNeese	City of Franklin Engineering Department	109 Third Avenue South, Franklin, Tennessee 37065	patricia.mcneese@franklintn.gov	615-550-6674	
4	Juan Davis	Franklin WRF	135 Claude Yates Drive, Franklin, Tennessee 37064	juand@franklintn.gov	615-791-3240	615-791-3208
5	Zack Daniel	CDM Smith	210 25 th Avenue North, Suite 1102, Nashville, Tennessee 37203	danielza@cdmsmith.com	615-320-3161	
6	Steve Judy	Judy Construction	103 South Church Street, Cynthiana, Kentucky 41031 PO Box 457, Cynthiana, Kentucky 41031	sjudy@judyconstructionco.com	859-234-6900	859-234-3480
7	Teresa Lee-Ross	Kiewit Water Facilities South Co.	8615 Freeport Parkway, Suite #100, Irving, Texas 75063	Teresa.Leeross@kiewit.com	817-805-7391	
8	Andi Neighbors	Brasfield & Gorrie	3021 7th Avenue South, Birmingham, AL 35233	ANeighbors@BrasfieldGorrie.com	205-714-1635	
9	Erik Reynolds	Garney Construction	200 Crutchfield Avenue, Nashville, TN 37210	ereynolds@garney.com	615-953-2306	
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