CITY OF BRENTWOOD
REQUEST FOR PROPOSALS (RFP)

ANNUAL MAINTENANCE SERVICES FOR SANITARY SEWER SYSTEM, PREVENTATIVE MAINTENANCE PROGRAM

RFP ISSUANCE DATE -
July 20, 2014

I. NAME OF SOLICITING PUBLIC BODY

City of Brentwood, TN
Water Services Department
1750 General George Patton Drive
Brentwood, TN 37027

II. SCOPE and PURPOSE

Scope

The City of Brentwood, TN, Water Services Department will receive at the Brentwood Water Services Office, located at 1750 General George Patton Dr., Brentwood, TN, 37027 until 4:00 PM on August 1, 2014, proposals for Annual Maintenance Services associated with the City's Sanitary Sewer System, Preventative Maintenance Program. The agreement resulting from this RFP shall be good for one year from date of execution with the potential for up to two one-year renewals per the attached contract. Proposals shall be made only on the enclosed form and shall be properly executed and enclosed in a sealed envelope bearing the name of the firm, the name of the request for proposal, and the proposal due date and time. Proposals shall be written in ink or computer generated. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by the person signing the proposal.

Any addendum issued by the City during the time of receiving proposals shall be acknowledged with the proposal and shall be made a part of the proposal submittal and contract. Do not include federal, state or local taxes with the proposal prices.

Purpose

The City of Brentwood, Water Services Department, in conjunction with its Capacity Management, Operations and Maintenance (CMOM) program, intends to continue a preventative maintenance program for its sanitary sewer collection system. This work will generally consist of cleaning, televising, documenting and reporting the condition of the gravity line portion of the collection system. In addition, there is a requirement for monthly maintenance for 3 of the City's 11 sewer lift stations and quarterly maintenance of 7 of the City's 11 sewer lift stations.

In comparing proposal submissions, consideration will not be confined to price only. The successful firm will be the one whose services and price are judged to best serve the interests of the City. The City of Brentwood reserves the right to reject any or all proposals or any part thereof, and to waive any informalities.

General

The specifications herein demonstrate the minimum requirements of the City. The City of Brentwood reserves the right to reject any proposal not prepared and submitted in accordance with the specifications, or any proposal lacking sufficient literature to enable the City to make a reasonable determination of compliance to the specifications.

Proposal Validity

Proposal and prices must be valid for a minimum of 90 days after the proposal due date.

Proposal Submission

Each firm is required to submit the following information with their proposal:

a. References from at least 5 other systems of similar size or larger for which similar services have been performed,
b. Completed Proposal Price Submittal Form,
c. Documentation of general equipment (type of TV & vacuum equipment) to be used for these services,
d. Samples of the output from the TV investigation, which should include color images of all recordable conditions, a pipe schematic with distance to each recordable condition with a description of said condition, and appropriate segment identification information.
e. Explanation of deviations, if necessary.

Any deviation from the specifications must be clearly noted with the submission. Alternatives may be considered if determined to be in the best interest of the City.

Contract Requirements

The firm selected by the City must submit two executed copies of the contract included with this RFP, along with the certificates of insurance required by the contract.

III. INSTRUCTIONS TO FIRMS

A. Three copies of the proposal shall be submitted to:

Chris Milton, Director
City of Brentwood Water Services
1750 General George Patton Drive (physical)
P.O. Box 788
Brentwood, TN 37024-0788
miltonc@brentwood-tn.org
Phone (615) 371-0080

B. Questions related to technical aspects of the RFP should be directed to:

Todd Spangler, PE, Assistant Director
City of Brentwood Water Services
P.O. Box 788
Brentwood, TN 37024-0788
spanglert@brentwood-tn.org
Phone (615) 371-0080
Fax (615) 371-2225

Questions must be in writing and may be faxed or emailed to the contact information above. All responses to inquiries will be in writing and will be provided to all prospective firms who have received an RFP from the City. Questions from firms must be received by 4 p.m., local time on July 25, 2014, in order to ensure that the answers can be sent and received by the prospective firms for their consideration prior to the date RFP's are due.

C. All Proposals must be in a sealed envelope and clearly marked in the lower left corner: "Sealed Proposal of (firm's name), 2014 City of Brentwood, Annual Sanitary Sewer System Preventative Maintenance Program". Proposals shall clearly indicate the firm's legal name, address and telephone number of the firm and shall be signed above the typed or printed name and title of the individual signing on behalf of the firm. All expenses for making the Proposal to the City of Brentwood shall be borne by the firm. **All Proposals shall be received by 4:00 P.M. CDT August 1, 2014.** Any Proposal received after this time and date will not be considered. It is the firm's sole responsibility to have its proposal received by the City's Water Services Department at the above address and by the above stated time and date.

D. As a guideline, the City anticipates the following timetable for selection:

Date of Activity	*Event*
July 20, 2014	Request For Proposals Advertised
July 25, 2014	Deadline for Questions is Noon CDT
August 1, 2014	**Proposals Due Prior to 4:00 p.m. CDT Deadline**
August 15, 2014	Evaluations Completed & Preliminary Selection of Firm
August 25, 2014	Award of Contract(s) by City Commission
September 2, 2014	Notice to Proceed

E. Selection Process

- Review of Proposals:
  Using the criteria given in items (1) through (5) described in the Evaluation Criteria in Section IV below, the City shall review all Proposals received to determine those firms who are fully qualified, responsible, and suitable to provide the services set forth by this RFP.

- Evaluation and Ranking:
  Using all of the information developed during the qualifications review and discussion, the City shall rank the firms according to the evaluation criteria given below in Section IV.

IV. EVALUATION CRITERIA

Evaluation criteria for each Proposal shall include consideration of the following factors:

1. Overall experience of the firm, specifically the Field Superintendent and Senior Project Manager, in providing sewer collection system cleaning and inspection services;

2. Understanding of the scope of work, purposes and objectives of the proposed program and completeness of the information provided;

3. Unit prices as shown on the Proposal Price Submittal Form;

4. Quality of the content of the proposal, including references;

5. Availability and office/dispatch location of personnel and equipment tasked with the responsibility for providing the services and the ability of the firm to respond quickly to requests and requirements of the City.

The City of Brentwood reserves the right to negotiate and contract with any firm the City determines to be the best choice for providing the services described herein.

PROPOSAL PRICE SUBMITTAL FORM

TASK	EST. QUANTITY	UNITS	UNIT PRICE	TOTAL
Lift Station Cleaning (3 stations monthly, 6 stations quarterly)	60	EACH		
Clean & Inspect Sanitary Sewers – light cleaning req'd	100,000	LF		
Clean & Inspect Sanitary Sewers – heavy cleaning req'd	10,000	LF		
Clean Sanitary Sewers - heavy cleaning req'd (No Inspection) (Upon Request only)	40	HOURS		
Service Lateral Cleaning (No Inspection) (Upon Request only)	40	HOURS		
Root Removal	500	LF		
Root Control, 4' Dia Manhole (Depth 0-8')	10	EACH		
Root Control, 4' Dia Manhole (Over 8' Deep)	20	VF		
Emergency After-Hours Call-out Surcharge *	40	HOURS		
TOTAL QUOTE				

*Surcharge is in addition to any unit charges for specific tasks completed. Surcharge may only be charged for work requested by the City on weekends and holidays, or on weekdays between the hours of 5:00 p.m. and 7:00 a.m.. A surcharge for a minimum of four hours may be applied to each call. After-hours work must begin within two hours or less upon notification by the City.

Prices quoted will be valid for 90 days from the proposal due date.

Company name: _____

Address: _____

_____

_____

Authorized signature: _____ Date: _____

Printed Name: _____

Title: _____

TECHNICAL SPECIFICATIONS

Lift Station Cleaning

The City owns and operates 11 sewer lift stations. One station, the Metro/Brentwood Sewer Station, is excluded from this proposal. As part of this program, generally speaking, there shall be three (3) stations requiring monthly maintenance that includes each station to be pumped down and cleaned of debris and debris disposed of properly. Seven (7) additional stations shall require cleaning quarterly. A report of a visual inspection of any equipment within the wetwell shall be provided to the City for usage in the Pump Station Maintenance Program. The cost for each cleaning shall include all equipment, materials and labor to perform the task, including but not limited to mobilization, pumping, cleaning, and properly disposing of the collected material.

Cleaning and Inspecting Gravity Sewer Lines

As part of the City's C.M.O.M. program, the City has committed to perform approximately 100,000 LF per year of sewer TV inspection. The following standards will apply in regard to the cleaning, televising and root control application of the gravity system:

1. All operators must be National Association of Sewer Service Companies (NASSCO) PACP certified, and the TV analysis software must be PACP certified. It is possible that the deliverables might not be required to be in PACP database format, but the operators and software must be certified with the PACP program.

2. TV contractor must have the ability to clean and televise sewers ranging from 6" – 30" pipe.

3. TV contractor must have the ability to clean and televise the municipal portion (typically 6") up to the private portion (typically 4") of service laterals from the cleanout typically located near the property line. Brentwood requires that lateral defects be located and described in the same manner as regarding mainline defects.

4. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow for a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing picture quality to the satisfaction of Brentwood and, if unsatisfactory, equipment shall be replaced and no payment will be made for an unsatisfactory inspection.

5. Pipe shall be cleaned to the point that the entire pipe is visible. Very light deposits may, in the opinion of Brentwood, be acceptable. However, any deposits that obscure a pipe joint, obscure a potential defect or result in any "holding of flow" shall not be acceptable. Any pipe sections that are, in the opinion of Brentwood, not properly cleaned shall be re-cleaned and re-televised at no additional cost. Cleaning shall be conducted at least 1 hour prior to TV inspection (or a time found reasonable by the Department's inspector) in order to give the pipe surface above the flow line time to dry so that leaks can be more clearly observed. No cleaning shall be conducted simultaneous with TV inspection. If satisfactory cleaning is accomplished by up to two cleaning passes the cleaning is considered to be ***light cleaning***. If more than two cleaning passes are required the cleaning shall be considered ***heavy cleaning***. All deposits shall be vacuumed out of the sewer system and properly disposed of in accordance with all Federal and State disposal laws. Firm shall provide documentation upon request certifying the proper disposal of material.

   For pipe with diameters between 6 and 10 inches, flow control shall be used if the initial depth of flow to pipe diameter ratio is greater than 20%. For pipe with diameters between 12 and 24 inches - flow control shall be used if the initial depth of flow to pipe diameter ratio is greater than 25%. For pipe with diameters greater than 27 inches - flow control shall be used if the initial depth of flow to pipe diameter ratio is greater than 30%. Acceptable flow control shall include solid plugs, flow through plugs, baffling, in a low portion of the cycle. In any instance, the contractor shall not allow an overflow in an upstream manhole. It is not acceptable to use the jet nozzle to control flows.

   If these flow control measures will not achieve sufficient flow level reduction, then Brentwood shall be notified and suggested alternatives such as by-pass pumping shall be priced on a case by case basis. The process will be to either negotiate a change order or authorize the inspection to be accomplished without the additional flow control.

6. Unless area conditions prohibit, all inspections shall be initiated by obtaining a steady video of above ground conditions by standing on the manhole and facing the camera toward the connecting manhole in the direction that camera will proceed. Unless manhole conditions prohibit, a steady video of the manhole invert and wall shall be obtained and the pipe inspection itself shall include video beginning with a view of the MH/pipe connection and proceeding with a view of the pipe from the manhole wall (established as 0.0 LF) with observation location estimated until the pre-set point is reached.

7. TV inspection must be conducted at a maximum rate of 30 LF per minute and shall stop as necessary to permit documentation of the sewer's condition. The camera shall be propelled through the pipe at a steady, consistent rate with a

device that does not obscure the camera view. TV inspection shall be conducted in the downstream direction (with flow) unless the upstream manhole is not accessible. If, during the inspection operation, the television camera will not pass through the entire pipe section, the contractor shall set up the equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire pipe section, the inspection shall be considered complete and no additional inspection will be required.

8. With the exception of cleaning issues (debris and grease) Brentwood desires to view the pipe in its pre improved condition. For this reason such occurrences as roots, protruding services, etc. shall not be removed even if this is necessary to complete the TV inspection.

9. The operator shall stop the camera at all suspected defects and all service connections and pan and tilt to closely observe the defect or service lateral. The entire extent of a defect shall be observed.

10. Any defect observed at or up a service tap shall be referred to in remarks using PACP coding terminology or a modified terminology similar to PACP as agreed-upon by City personnel. Particular attention shall be given to observing whether service taps appear to be sloped such that no sewage collects or ponds in the service invert.

11. If clear flow is observed at a service connection and no visible defect is causing this flow, the operator shall stop the camera for at least 2 minutes in order to help determine whether the flow may be infiltration or inflow. If the flow rate does not vary and no evidence of sewage such as suds or sewer solids, etc. is observed then the operator shall determine what structure the tap serves and go to that structure and attempt to speak to an occupant or view the water meter and try to determine whether any in-structure source is causing the clear flow.

12. The televising system shall be capable of locating any observation to within 1.0 LF accuracy. Locations shall be from the manhole wall. If the start manhole wall is other than 48” in diameter this shall be noted in the comments.

13. If the camera lens becomes covered with sewage, grease, deposits etc. and this results in poor picture quality then the inspection shall be stopped and the camera shall be removed and cleaned. The inspection can then be resumed at the last clear camera location.

14. Deliverables shall include digital files, printed logs and video. Each segment shall be logged using the unique segment ID in the City’s GIS system. The digital files shall be in a format similar to PipeScan and shall utilize a

Microsoft Access platform. Printed logs shall include all header information, every observation, the location of every observation and any remarks. The video shall include a continuous footage counter and audio that calls out all defect codes, the location of the defect and an explanation of any unusual condition. All reports, videos and analysis shall be delivered within 14 days of site demobilization.

15. Video shall be in digital MPG format and shall be non-proprietary and able to be viewed with Windows Media Player.

16. Routine traffic control shall be provided by the Contractor as part of this work, including cones, signs, and other traffic control devices. Any need for lane closures or police escorts will be negotiated on a case-by-case basis.

17. Root cleaning shall be provided as required and paid per linear foot of line and per manhole to be treated. All cuttings shall be removed from the pipe. Mechanical and/or chemical root clearing shall be acceptable and be determined on a case by case basis with coordination with City staff.

CONTRACT
FOR ANNUAL SERVICES FOR SANITARY SEWER PREVENTATIVE MAINTENANCE PROGRAM

This Contract is entered into by and between THE CITY OF BRENTWOOD, TENNESSEE, a municipal corporation of the State of Tennessee ("the City") and _____ _____, ("Contractor"), a _____ . This Contract consists of the following documents:

- This document,
- Contractor's Proposal, dated _____, 2014 (the "Proposal"),
- City's Request for Proposals for Annual Maintenance Services for Sanitary Sewer System, Preventative Maintenance Program (the "RFP") with all addendums, and
- Certificates of insurance/insurance endorsements (see section 22.)

The City and Contractor, in consideration of their mutual covenants as set forth herein, agree as follows:

1. Project. The Contractor shall carry out all work necessary for completing the preventive maintenance program services for the City's sanitary sewer system ("the Project") as described in the RFP.

2. Pricing. The City shall pay the Contractor for all goods and services in accordance with the Proposal. All quantities in the RFP have been estimated, are not guaranteed and are solely for the purpose of estimating the Project cost. Quantities may be more or less as needed by the City to successfully complete the Project. Unit prices paid by the City shall be in accordance with the Proposal Price Submittal Form included with the Proposal.

3. Material Condition. Contractor shall provide new products that meet the technical specifications detailed in the RFP.

4. Installation. Installation shall be completed in accordance with the technical specifications detailed in the RFP.

5. Term. The term of this contract shall extend for one year from its effective date, and may be renewed for two additional one-year periods at the request of the City and with the consent of Contractor, to be provided in writing by the City's Director of Water Services and the duly authorized representative of the Contractor. Compensation for work performed by Contractor during the renewal periods shall be at rates to be agreed upon in writing by the City's and Contractor's representatives, provided that increases in such rates may not exceed the increases in the Consumer Price Index for Urban Consumers (CPI-U) from the effective date of this contract to the renewal date as reported by the U.S. Bureau of Labor Statistics. Notwithstanding the foregoing, this Contract may be terminated as provided in sections 9, 10 or 11 herein. Upon such termination, the City shall pay to Contractor all amounts owing to Contractor under this contract, for all work performed up to the effective date of

termination. Upon termination, provisions of this Contract regarding warranty, indemnification and maintenance of records shall remain in force.

6. Payment Procedures. The Contractor shall submit to the City applications for payment at the end of each month or at a time agreeable to the City. The payment application shall reflect the prior month's completed work. The City shall make payment on account on the basis of the Contractor's payment application.

7. Taxes. The City shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to the City.

8. Warranty. Contractor warrants all materials, products and workmanship for a period of one year from the date of delivery and/or installation, whichever is later. During the warranty period, the City may request that Contractor repair or replace any defective materials, by written notice to Contractor. In that event, Contractor shall repair or replace the defective materials, at Contractor's expense, within thirty days. Exercise of this option shall not relieve Contractor of any liability to the City for damages sustained by virtue of Contractor's breach of the warranty.

9. Termination - Breach. Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the City shall have the right to immediately terminate the Contract. Such termination shall not relieve the Contractor of any liability to the City for damages sustained by virtue of any breach by the Contractor.

10. Termination - Funding. Should funding for this Contract be discontinued, the City shall have the right to terminate the Contract immediately upon written notice to Contractor.

11. Termination – Non-breach. The City may terminate this Contract at any time upon thirty (30) days written notice to the Contractor.

12. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws and regulations.

13. Notices and Designation of Agent for Service of Process.

    a. Notice of assignment of any rights to money due to Contractor under this Contract must be mailed or hand delivered to the attention of City of Brentwood, c/o Finance Director, P.O. Box 788, 5211 Maryland Way, City of Brentwood, TN, 37024-0788, with a copy to those listed below. All other notices to the City shall be mailed or hand delivered to:

Department: City of Brentwood, Water Services
Attn: Chris Milton, Director

Addr: P.O. Box 788
Brentwood, TN 37024-0788

b. Notices to Contractor shall be mailed to or hand delivered to:

Contractor: _____
Attn: _____
Addr: _____

c. Notices sent to Contractor or the City by mail will not be effective until received.

14. Maintenance of Records. Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment or termination of the agreement and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

15. Monitoring. The Contractor's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by the City, or its duly appointed representatives.

16. City Property. Any property of the City, including but not limited to books, records, and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the City by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be City property.

17. Modification of Contract. This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in good faith by all parties and conform to all applicable local, state and federal laws.

18. Partnership/Joint Venture. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

19. Waiver. No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

20. Employment. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

21. Non-Discrimination. It is the policy of the City not to discriminate on the basis of age, race, sex, color, religion, national origin, 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, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin or any other classification protected by federal or state constitutional or statutory law.

22. Insurance. During the term of this contract, Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Contract and any extension hereof, at least the following types and amounts of insurance for claims which may arise from or in connection with this contract:

    a. Commercial General Liability Insurance with a limit of not less than one million ($1,000,000) dollars, each occurrence, for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Contract or be no less than two times the occurrence limit.

        i. Such insurance shall:
            a.) Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connections with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

            b.) Be primary insurance as respects the City, its officers, officials, employees, and volunteers for any claims related to this Contract. Any other insurance or self insurance programs covering the City, its officials, officers, employees, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

    b. Automotive Liability Insurance, including coverage for vehicles owned, hired, and non-owned, with a combined single limit of not less than one million ($1,000,000) dollars, each incident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to

contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

c. Worker's Compensation. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than $100,000. Contractor shall require each of its subcontractors to provide worker's compensation for all of the latter's employees to be engaged in any such work covered by Contractor's worker's compensation insurance coverage.

d. Other Insurance Requirements. Contractor shall:

   i. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City.

   ii. Provide certified copies of the endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.

   iii. Replace certificates, policies and/or endorsements for any such insurance expiring prior to completion of services.

   iv. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

   v. Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

   vi. Require all subcontractors to maintain during the term of the Contract Commercial General Liability insurance, Business Automobile Liability Insurance, and Worker's Compensation/Employers Liability Insurance, (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractor's certificates of insurance to the City without expense immediately upon request.

   vii. If the Contractor has or obtains primary and excess policies, there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

23. Contingent Fees. Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure the City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor doing business with the City.

24. Indemnification and Hold Harmless.

    a. Contractor shall indemnify and hold harmless the City, its officers, agents and employees from:

        i. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, in connection with the performance of the Contract, and,

        ii. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its subcontractors or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

    b. The City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims, regardless of any language in any attachment or other document that Contractor may provide.

    c. Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

25. Attorney Fees. Contractor agrees that, in the event either party takes legal action to enforce any provision of the Contract or to obtain a remedy for any breach of this Contract, and in the event the City prevails in such action, Contractor shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for the City.

26. Assignment - Consent required. The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of the Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release Contractor from its obligations hereunder.

27. Entire Contract. This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

28. Force Majeure. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation of covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

29. Governing Law. The validity, construction and effect of this Contract and any and all extension and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee Law shall govern regardless of any language in any attachment or other document that Contractor may provide.

30. Venue. Any action between the parties arising from this contract shall be maintained in the courts of Williamson County, Tennessee.

31. Severability. Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the effective date of which shall be the date signed by the City's Mayor below.

CITY:

CITY OF BRENTWOOD, TENNESSEE

By: _____
Mayor

Date: _____

Pursuant to Resolution 20___-_____

Approved as to form and legality:

_____
City Attorney

CONTRACTOR:

_____
(Name of Contractor)

By: _____

Printed Name: _____

Title: _____