

RESOLUTION 23-209

**A RESOLUTION TO APPROVE A CONTRACT FOR PUMP AND
MOTOR REPAIR SERVICES**

WHEREAS, the City of Spring Utility Department desires to enter into an agreement for pump and motor repair services; and

WHEREAS, a request for proposal was publicly advertised for pump and motor repair services with a bid opening of October 3rd; and

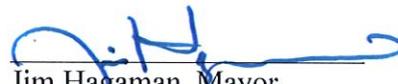
WHEREAS, John Bouchard and Sons was the most responsive bidder; and

WHEREAS, the City staff recommends award of the bid to John Bouchard and Sons to provide pump and motor repair services; and

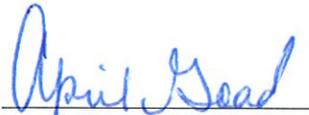
WHEREAS, the contract will be valid for three years with two one-year renewal options provided both parties are in agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the service contract to be awarded to John Bouchard and Sons.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 16th day of October, 2023.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 23-209*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: October 16th, 2023
RE: To approve contract with John Bouchard and Sons Co.

ATTACHMENTS:

PURPOSE:

To approve Resolution 22-209 to approve the contract with John Bouchard and Sons Co. for pump and motor repairs for the Utility Department.

BACKGROUND:

The City of Spring Hill Utility Department desires to enter into a contractual agreement for pump and motor repairs for the utility. Historically, three quotes were obtained for non-emergency repairs and emergency repairs were completed through the vendor with availability at the time of the emergency. The proposed contract will allow for emergency repairs to begin immediately with the vendor at a set rate for services rendered.

FINANCIAL IMPACT:

This will be funded from budgeted funds and/or budget amendments throughout the years on an as needed basis.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 23-209 to approve the contract with John Bouchard and Sons for pump and motor repairs for the Utility Department.



CONSTRUCTION & SALES

Industrial Fabrication
Fire Protection Systems
Iron Construction Castings
Air Compressor Sales & Service
Mechanical & Electrical Contracting
Pumping Systems & Industrial Sales

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BUILDING & SUSTAINING
HARDWORKING INFRASTRUCTURE
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SERVICE & REPAIR

Control Systems
Restaurant Equipment
Pump & Rotating Equipment
HVAC, Plumbing & Electrical
Metal Stamping Press Rebuilds
Fire Sprinkler Service & Inspections

October 3, 2023

Jessica Weaver
Utility Department Director
c/o April Goad City Recorder
City of Spring Hill
199 Town Center Parkway
Spring Hill, TN 37174

Re. RFP Qualifications for Spring Hill Utility Department Pump and Motor Repair Services

Ms. Weaver,

We appreciate this opportunity to submit a response to the RFP. We believe that John Bouchard & Sons Co. (JBS) is the best qualified vendor to provide the resources, experience and staff to assist Spring Hill Utility Department to ensure the highest level of uninterrupted water/wastewater service to the residents of Spring Hill.

As you review our proposal, we would like to emphasize our 1) Experienced Staff, 2) Facilities & Equipment and 3) Significant Improvements in the past 3 years. These points are detailed within this proposal and summarized as follows:

- 1) **Experienced Staff** – Both JBS and Tennessee Electric Motor (TEM), our motor rewind subcontractor, have the most experienced pump, motor & rotating equipment repair staff in Middle TN. The JBS Machine Service Division is also uniquely supported by our Mechanical, Plumbing & Electrical construction and service departments, which focus on water/wastewater installation and upgrades. The RFP scope of work outlines some electrical work traditionally done by an electrical contractor (Replacement of VFDs, Switch Gears, MCCs, Transfer Switches, etc.). To our knowledge, we are the only machine shop in the region that also holds an electrical contracting license and regularly performs electrical work to this extent. JBS has over 100 years of experience in water & wastewater service and repair.
- 2) **Facilities and Equipment** – JBS & TEM facilities and field service vehicles are fully equipped with all necessary tools, equipment and ancillary devices to perform the highest level of pump and motor repair/rebuild services as outlined in this RFP. TEM is located 10 minutes away, and our ongoing relationship includes deliveries between JBS/TEM almost daily.
- 3) **Significant Improvements** – The JBS Machine Service Division has undergone significant facility upgrades, leadership reorganization and staffing improvements. We have reorganized, cleaned and decluttered our shop; implemented improved job tracking, quality management, and internal communication structures; hired additional



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experienced machinists to increase production and throughput efficiency; installed CNC machining equipment; and vastly improved our invoicing timing under the direction of our Controller.

We believe John Bouchard & Sons Co. is the best Vendor for the City of Spring Hill's Water/Wastewater equipment repair. Our expert staff is supported by robust facilities and equipment, our financial and bonding stability (D&B 4A1 rating), and an exceptional 24/7 service culture. JBS is a fifth-generation, family-owned, Woman Business Enterprise (WBE), and Tennessee Electric Motor is a Veteran-Owned business, operating in Nashville for over 85 years.

We invite your review of the attached documentation and welcome any questions or comments you may have. Please let us know if you would like to schedule facility inspections at JBS and/or TEM.

Sincerely,

Doug Presson

Machine Service Division
John Bouchard & Sons Co.
Doug.Presson@JBouchard.com
1024 Harrison St.
Nashville, TN 37203



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Company Qualifications and Services Offered

For over a century, the JOHN BOUCHARD AND SONS CO. tradition of innovation and excellence has helped create and maintain the systems that keep the Mid-South running. Beginning as a Nashville machine shop in 1900, we were incorporated in 1913, and today are a fifth-generation, family-owned, diversified company serving industry through four fully-integrated divisions. These divisions are internally organized under Industrial Sales, Machine Services, Construction and Foundry. Our home office/shop is in its original Nashville location, and we are a certified Woman Business Enterprise (WBE) through the TN Governor's Office of Diversity Business Enterprise.

Our **Machine Service Division** employs machinists, millwrights, pump technicians, controls specialists, fabricators and compressor technicians. Our specialty is the repair and service of water and wastewater equipment, including vertical turbine, centrifugal, submersible, and vacuum pumps, aerators, flow meters, control valves, compressors, blowers and gear boxes. We are the most experienced pump and rotating equipment rebuilder in Tennessee.

Our **Construction Services Division** includes Mechanical, Plumbing and Electrical Contracting Departments and Bouchard Fire Protection, an automatic sprinkler contractor. Our construction division integrates regularly with the Machine Service Division to provide turnkey expertise and installation of water and wastewater treatment equipment.

Our **Industrial Sales Division** supplies all types of pumping and compressed air equipment and associated products. We have a full sales team, calling on the industrial markets in Tennessee, Kentucky and Southern Indiana. Working with our other divisions, we have the capability to provide packaged equipment and complete installation and repair services for the products we sell.

Our **Foundry Division** products comprise the largest municipal casting inventory in the region and serves customers throughout the entire Mid-South region of the United States. We are also an exclusive distributor for Neenah and Deeter Foundries. Our product line includes manhole frames and covers, drains, grates and valve boxes.

Company-wide, we employ over 175 people. From manufacturing to sales, through estimating and service, we seek customer satisfaction. Our teamwork approach to service has proven the test of time and has allowed us to become the most established service center in the state. We intend to carry the values of Integrity, Quality, Service and Family into the future, as we continue to build and sustain the hardworking infrastructure that facilitates flourishing communities.



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Product Line-up and Services Currently Provided

JBS is the *most experienced pump and rotating equipment rebuilder* in the Mid-South. We work hard to ensure that your equipment runs smoothly when you need it most. Our team of experts is on-call 24/7 to provide solutions that sustain water and wastewater infrastructure systems. Our Machine Service Division employs top service technicians, machinists, controls & electrical specialists, millwrights and fabricators, who all work together to troubleshoot and repair your essential equipment and systems.

We specialize in the maintenance and repair of water and wastewater equipment used in the treatment process. Day-in and day-out, for generations, the JBS team has continually been working to build & sustain the hardworking infrastructure of utility systems across the Mid-South. Our specific services include but are not limited to:

Machine Repair Services

- **Turnkey:** On-site & in-house troubleshooting, repair, rebuilds, installations and start up for all types of production & rotating machinery
- Pump Repair (*detailed below*)
- Repair and rebuilds of Motors, Blowers, Gear Boxes, Clarifiers, Aerators, & Lift Stations
- Repair of Sluice Gates, Shafts, Valves, Flow Meters, Sludge Collectors, Screens and other water/wastewater equipment.
- Controls installations, troubleshooting and repair
- Heat Exchanger repair & rebuilding
- Laser Alignment of rotating machinery (pumps, gear reducers, motors, etc.).
- Full in-house machine shop services (*see JBS Equipment section below*)
- Authorized sales & repair center for multiple pump manufacturers

Fabrication Services

- Mig, Tig, & Stick welding procedures performed by certified welders
- In-house inventory of alloys
- Fabricated bases & components for machinery installation

Pump Repair – all makes and models, including:

- Horizontal Split Case
- Submersible
- Vertical Turbine
- ANSI Process
- Self-Priming
- Rotary Gear
- Progressive Cavity
- Air-Operated Diaphragm
- Positive Displacement
- Non-Clog Sewage
- Centrifugal
- *And More*

Location of Facilities

Our JBS Machine Shop continues in its original 1900 location at 1024 Harrison St., Nashville, TN 37203. It is easily accessible from I-40, I-65 and I-24. This 47,500 sq. ft. Nashville, TN headquarters includes a 15,000 sq. ft. machine shop repair center, 9,500 sq. ft. of compressor



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repair space, & a 10,000 sq. ft. fabrication area. Notably, our pump/motor repair stations are immediately adjacent to our lathes and boring mills, so that the full repair process is completed within the same vicinity. JBS satellite shop/service centers are located in Knoxville, TN, Elizabethtown, KY and Evansville, IN.

Tennessee Electric Motor (TEM) is located at 121 Duluth Ave., Nashville, TN 37209. Their 22,000 sq. ft. motor repair facility is immediately adjacent to I-40 and Briley Parkway.

JBS Machine Services Equipment

Shop Equipment

- (14) Lathes of various sizes, with swing up to 48" and lengths up to 32'
- (2) 10-ton overhead cranes; multiple jib and smaller overhead cranes
- Large horizontal boring mill and multiple standard size vertical boring mills
- Horizontal and line boring up to 48"; portable line boring
- Computerized balancing machine with capacity for projects up to 10' in length and 6' in diameter. *IRD Model 295 Balancing Machine including updated software.*
- Spray welding machine
- 400-ton Hydraulic Press
- In-house wash bay, sandblasting and painting booths
- Materials kept in JBS inventory include:
 - In-house tool room stocked with hardware, grease, packing & other supplies for repairs
 - Steel pipe and fittings (½" – 12" steel weld fittings, ½" – 6" black malleable threaded fittings, steel pipe inventory up to 8-10")
 - Brass stock for pump bushings bearings and wear rings
 - Pump shafting material: ¾" – 2" 416 (pump shaft quality) and cold roll shafting up to 2-1/2"
 - Steel fabrication material including angle, flat bar, square tubing, plate and grating.

Field Service Equipment

- **Service truck fleet includes** (2) 16,001 – 19,500 GVWR trucks with 6,000lb **cranes**; (1) 14,001 – 16,000 GVWR truck with 5,000lb **crane**; and (2) trucks with 3,000lb **cranes**. Overall company fleet includes 80+ service trucks/vans.
- Service trucks are outfitted with confined space equipment and trained personnel; fall restraints and other PPE; welding machines; torches; and specialty tools for pump/motor troubleshooting, maintenance, repair and installation.
- Laser alignment and vibration analysis equipment
- Tool room stocked with plentiful specialty tools for field service work, such as extensive lifting gear, power tools, oversized wrenches, packing, grease, and much more



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Motor Shop Sub Equipment and Capabilities (TEM)

JBS has worked closely with Tennessee Electric Motor (TEM) for decades. The proximity of their repair facility to ours allows for minimal wasted time in transportation of equipment, and our long relationship allows for efficient problem solving and workflow. TEM's staff experience, facilities and equipment will allow them to fulfill all requirements of the Scope of motor repair specifications.

TEM follows the guidelines of EASA Standards AR-100 recommended practice for repair of rotating electrical apparatus and will also follow customer required rebuild specs for specific applications, as needed. Tennessee Electric has a large customer base with existing repairs matching Spring Hill's requirements. They are the largest WEG Stocking distributor in Tennessee, stocking motors, drives, soft starts, and motor controls.

Shop Equipment

- Baker AWAIV-12KV Motor Tester
- Lexceco Core Loss Tester
- 600HP Soft Start Motor Test Run Capability
- 150HP VFD Motor Test Run Capability
- Phoenix Test Run Center – up to 4160VAC
- Steelman Temperature Controlled Burnout Oven – 88" x 64" x 69"
- Steelman Temperature Controlled Bake Oven – 76.5" x 53" x 75"
- Combined 10-Ton Overhead Hoist Lifting Capacity
- Dynabal Dynamic Computerized Balancing for Rotor and Overhung Balancing
- Vacuum Pressure Impregnation (VPI) Capabilities

Current JBS Clients with Similar Needs

This list is not exhaustive, but rather exemplifies the breadth of municipalities and institutions for whom JBS regularly provides pump, motor and other water/wastewater service and repair. The References section (below) lists additional major clients with similar needs.

Bon Aqua Lyles Utility

P.O. BOX 35
Lyles, TN 37098

City of Cookeville

1860 S. Jefferson
Cookeville, TN 38501

Bowling Green Municipal Utilities

801 Center St.
Bowling Green, KY 42101

City of Brentwood

P.O. Box 244
Brentwood, TN 37027

City of Camden

110 Hwy 641 S
Camden, TN 38320

City of Huntsville

PO Box 2048
Huntsville, AL 35804



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City of Savannah Utility Dept.
140 Main St.
Savannah, TN 38372

Centerville Waterworks
769 Hwy 50 E
Centerville, TN 37219

Columbia Power & Water
PO Box 379
Columbia, TN 38402

Consolidated Utility District
709 New Salem Hwy
Murfreesboro, TN 37130

Fairview Utility District
Ragsdale Ln
Pulaski, TN 38478

Fort Campbell (Jacobs/ CH2M Hill)
5101 Tennessee Ave.
Fort Campbell, KY 42223

Harpeth Valley Utilities District
5910 River Rd.
Nashville, TN 37011

Hendersonville Utility District
PO Box 180
Hendersonville, TN 37077

Madison Suburban Utility
P.O. BOX 175
Madison, TN 37116

Mallory Valley Utility District
PO Box 936
Franklin, TN 37065

Maury County Water System
PO Box 1196
Columbia, TN 38402

Metro Nashville Airport Authority
921 Airport Service Rd.
Nashville, TN 37214

West Wilson Utility District
P.O. Box 97
Mt Juliet, TN 37122

White House Utility District
P.O. Box 608
White House, TN 37188

References

Water/Wastewater systems similar in scope to Spring Hill, for whom JBS provides similar scopes of work to the RFP include:

City of Lebanon

- Scope: Water & Wastewater Service Contract - mechanical and electrical services for the repair of pumping stations and treatment plants.
- Description: Installation, troubleshooting and repair of water and wastewater equipment, including but not limited to pumps, motors, gear boxes, VFDs, control panels, valves and tanks.
- Duration: Contract initially awarded in 2016, with 2 extensions since.
- Contact: J.C. York, WTP Superintendent. Phone: 615-444-0825
- 200 Castle Heights N., Lebanon, TN 37087



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Murfreesboro Water Resources Department

- Scope: Water & Wastewater Service Contract - Water & Wastewater System Mechanical & Electrical
- Description: Installation, troubleshooting and repair of water and wastewater equipment, including but not limited to pumps, motors, gear boxes, VFDs, control panels, valves and tanks. JBS also provides mechanical, electrical and plumbing contracting services.
- Duration: Contract initially awarded in 2015, re-bid & renewed in 2018 and 2022.
- Contact: Alan Cranford, WTP Manager. Phone: 629-201-6464
- Contact: John Strickland, WWTP Manager. Phone: 615-663-5185
- P.O. BOX 1477, Murfreesboro, TN 37133

City of Clarksville

- Scope: Pump/Motor Maintenance Contract (Water & Wastewater)
- Description: Diagnosis, removal, repair, reinstallation, alignment and startup of large to medium size split case centrifugal, vertical turbine, submersible pumps, valves, etc. Machine work related to any repair of equipment used in the treatment processes of the wastewater plant and collection system such as valves, shafts, gearboxes, pumps, motors, control valves, screens, etc.
- Duration: Contract awarded in 2023. Previous contracts in 2008-2018
- Contact: Chris Lambert, Water Operations Division Manager. Phone: 931-645-7400 Ext.1600
- City of Clarksville, One Public Square Clarksville, TN 37040

Staff Experience and Abilities

When selecting a service provider, the overall value is perhaps the most important consideration. We are the most experienced pump and municipal equipment rebuilder in the region, which allows us to provide customers with the most efficient and lasting solutions to problems.

We understand that in hourly-rate service agreements, customers receive the best value when communication is clear, troubleshooting is accurate, repairs are made efficiently and correctly, and invoicing is prompt. This saves the owner time and money and can only be provided by a team with extensive experience and trade skill. Our team and TEM's team stand ready to serve the Town of Spring Hill in such a manner. The key team members who will be working directly to fulfill Spring Hill's needs are:



Controller – James Baer, CPA, CGMA, ABA (Inactive), CIA (Inactive)

- Bachelor of Science in Accounting and Information Systems & Minor in Business Administration – 2009
- Masters of Science in Accounting and Information Systems - 2010
- Staff Accountant at Howard Baer Inc. Nashville, TN – 2010-2012
- Tax Associate at Kraft CPAs Nashville, TN – 2012
- Audit Staff to Audit Manager at Blankenship CPA Group Nashville, TN – 2012-2015
- Internal Audit Manager at AIG, Inc. Nashville, TN – 2015-2016



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- Controller at John Bouchard & Sons, Co. Nashville, TN – 2016-Present
- **Improved Invoicing and Job Management for JBS through:** *Digitized AP Processing; Streamlined Billing Procedures; Revamped Standardized Job Costing; Streamlined Sales & Use Tax Reporting; Updated Financial Reporting Techniques; New Job Management & Reporting Systems*



Machine Service & Construction Division Manager – Andy Maddox

- Nashville State Tech., Electrical Engineering Technology, 1980
- Professional Development classes, Northwestern University, Kellogg School of Management, 1989-1993
- Belmont University Certificate MBA, Scarlett Leadership Institute, 2008
- Square D Company, Field Service Engineering - National Project Manager, Circuit Breaker & Switchgear Retrofits; with company 1980-1993
- Joined JBS in 1993, serving as electrical technician in the Machine

Service Division and electrical project manager in the Construction Division, before promotion to current role.

- Manages Machine Services and Construction Division personnel.
- 40+ years of experience in Water, Wastewater, and Industrial services.
- Qualifying Agent of Record for JBS TN Contractors License #319.



Machine Service Division Operations Manager – Josh Maddox

- 16 years Sales and Project Manager experience in the metal forming, equipment repair, and metal fabrication industry. Duties have included: sales and estimating, managing service crews, working with subcontractors, invoicing, buying and selling used equipment. Joined JBS in 2013.
- Currently manages Machine Services Division, overseeing sales and operations staff, and field and shop crews.
- AutoCAD at ITT-Tech, 2005; Larry Halt International Success Dynamics course, 2009.

- Board of Directors member for the Tennessee Precision Metal Forming Association.



Machine Sales & Service Leader – Carver Morgan

- BS, Engineering Sci., Engineering Mgmt. & Corp. Strategy, Vanderbilt University, 2011
- MBA, Lipscomb University, 2020; Honor Society – Delta Mu Delta
- Joined JBS in 2014 as a sixth-generation employee; previously served in various apprenticeship and then management roles, including Safety Director, Project Coordinator and Project Manager
- OSHA30, CPR/First Aid and other safety certifications.



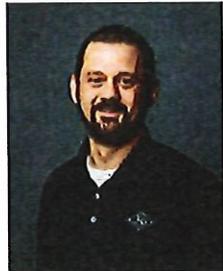
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Machine Shop Foreman – Dan Courtney

- Field Service Technician, Machinist and Pump Repair Technician at JBS, 1994 – 2006.
- Project Estimator and Manager – bidding and managing motor, pump and industrial equipment repairs and installations, 2005-2008.
- Currently responsible for overseeing machine and fabrication shop administration, incl. job tracking, parts ordering and invoicing, 2008-present.
- Associated Builders and Contractors 10-week Project Management Training certificate.



Machine Shop Superintendent – Dennis Roop

- Field Service Technician, Machinist and Pump Repair Technician, including laser alignments and 17-ton boom truck operator at JBS, 1998-2009.
- Project Estimator and Manager – bidding and managing motor, pump and industrial equipment repairs and installations.
- Currently oversees field and shop scheduling, production and technical oversight, 2010-present.
- Associated Builders and Contractors 10-week Project Management

Training certificate.



Outside Sales Representative – Doug Presson

- Journeyman sheet metal worker and welder, overseeing projects at GM Saturn, Volvo Roanoke, TVA, Owens Corning, Nashville Thermal, Gallatin Resources and many others, 1986– 2014.
- JBS Fabrication Shop Foreman, quoting and managing fabrication work and developing fabrication team, 2014-2018
- Currently serves water and wastewater customers by quoting, project managing and providing customer communication.
- Sheet metal local 117 apprenticeship, TN vocational school basic

machine shop training, TN vocational school AutoCAD training, Flow International waterjet operation and mechanical repairs.



Outside Sales Representative – Michael Jackson

- Journeyman Machinist, Millwright and Project Manager with 37 years of machining, field-service, project management and supervisory experience.
- Employed by JBS for 21 years, first serving as a machinist, and most recently as a project manager and supervisor for the past 12 years.
- OSHA30, CPR/First Aid and other safety certification.



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Health, Safety and HR Manager – Greg McGuigan

- US Navy, E-5 Rank (Seabees). Heavy Equipment Operator, serving in combat operations with honorable discharge, 1996-1999.
- Heavy equipment operator, Equipment Operator 2nd Class, 2000-2004
- Nissan North America, Production Technician and crew leader, 2004-2008
- 10 years at AT&T, starting as a technician and eventually promoted to Tennessee management, incl. Safety and Leadership roles.
- Joined JBS as Safety Director in 2019. Responsible for company-wide safety program, including Safety Committee, policies, trainings and inspections.
- Added Human Resources responsibilities in 2023.
- Red Cross certified CPR/AED instructor, Smith Systems Driver Training Trainer, certified aerial lift instructor, OSHA 30, Excavation Competent Person. Certified in Lean Six Sigma (Yellow Belt), 5S, MSOC, and Elite Leadership.

JBS Machine Services Tradesmen

JBS machine service tradesmen have over 500 years of combined pump repair, machining and fabrication experience. Details as follows:

Machine Service - Field Service Crew

- *On-call 24/7 and capable of responding and initiating emergency repair work within four (4) hours after authorization.*
- Includes (13) highly experienced pump/motor technicians, millwrights and controls technicians.
- Certifications include OSHA 30 certified, certified crane operators, confined space certified, and many training certificates from equipment manufacturers and controls software platforms.
- **Journeyman Millwrights/Mechanics – Field Service Personnel**
 - Jackie J. – 42 years with JBS
 - Frank T. – 30 years with JBS; 40 total years in the trade
 - Greg E. – 25 years with JBS
 - Levi G. – 17 years with JBS
 - Jason K. – 4 years with JBS; 15 total years in the trade
 - Jake C. – 11 years with JBS
 - Kyle S. – 9 years with JBS
- **Water/Wastewater Controls Technicians – Field Service Personnel**
 - Eric P. – 17 years with JBS
 - Dylan D. – 1 year with JBS; 5 years as fabricator; 3 years as CNC machinist
- **Apprentice Machinists / Mechanics**
 - Doug G. – 5 years with JBS; 13 years in industrial maintenance
 - Nathaniel S. – 3 years with JBS
 - Brian T. – 1 year with JBS; 5 years in industrial maintenance prior.
 - Bailey R. – 1 year with JBS; TCAT degree prior.



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Machinist and Fabrication Shop Crew

- Includes journeymen machinists and certified industrial fabricators.
- Includes 13 crew members, who specialize in machining and rotating equipment repair.
- OSHA 30 certified, dynamic balancing certified, and many holding journeymen and/or manufacturers training certificates for machine work and pump rebuilding, respectively.
- **Journeyman Machinists/Mechanics** – Repair Shop Personnel:
 - Rush W. – 25 years with JBS; lead machinist; 45 years in the trade
 - Mike D. – 30 years with JBS; 40 total years in the trade
 - JR M. – 19 years with JBS; 35 total years in the trade
 - Bruce W. – 10 years with JBS; 30 total years in the trade
 - Calvin D. – 31 years with JBS
 - Thomas A. – 5 years with JBS; 32 total years in the trade
 - James D. – 1 year with JBS as CNC machinist; 12 years as CNC machining business owner; 28 total years in the trade
 - Chris Q. – 1 year with JBS; 27 total years in the trade
 - James O. – 1 year with JBS as machinist; 12 total years in the trade
 - Jonathan F. – 1 year with JBS as machinist; 6 total years in the trade
- **Certified Welders/Fabricators** – Field and Shop Service
 - Scott B. – 19 years with JBS; 35 years industrial maintenance experience
 - Brent D. – 10 years with JBS; 35 years fabrication and construction experience
 - Don T. – 8 years with JBS as certified welder; 47 total years in the trade

Motor Sub Employee Experience - Tennessee Electric Motor

TEM employees have 196.5 years of combined electric motor, gearbox and pump repair experience. All of the following employees are EASA Members.

- David G. - 32 years experience - AC/DC Electric Motor Repair, Pump & Gearbox Repair.
- Gary F. – 30 years experience - AC/DC Electric Motor Repair and Rewind, AC/DC Pump & Gearbox Repair.
- Chris C. – 29 years experience - AC/DC Electric Motor Repair, Pump Repair Tech.
- Greg J. – 27 years experience - AC/DC Electric Motor Repair and Rewind, Pump & Gearbox Repair, Level II Thermographer, Laser Alignment.
- Shamas A. – 28 years experience - AC/DC Electric Motor Rewind & Repair, Electrical Engineer, Certified High Voltage.
- Jesus N. – 24 years experience – Electric Motor Rewind.
- Greg J. – 20 years experience - AC/DC Electric Motor Rewind.
- Josh C. – 3 years experience - AC Electric Motor Rewind, Repair Cost Estimating.
- Jacob D. – 2 years experience - AC/DC Electric Motor Rewind, TCAT Mechatronics Certificate.
- Andy R. – 1 year experience – Sales & Service Division, Field Balancing and Laser Alignment.
- Garrett P. – 0.5 years experience - AC/DC Electric Motor Repair, Dynamic Balancing.



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Quality Management

Quality machining, mechanic and repair work begins and ends with the expertise of the individuals doing the work. In 2021, we implemented increased quality management measures to add documentation, accountability and technical record keeping to our repair process. The process is overseen by our lead machinist, who has been with JBS for 25 years and has over 40 years of machining and mechanic experience.

- Documentation – each piece of equipment is tagged with a “Traveler” (see Appendix), which is used to document the condition of the equipment both before and after the repair.
- Accountability – the documentation increases accountability within our team, since each machinist/mechanic initials the measurements that they take.
- Technical Record Keeping – when the job is complete, the traveler is scanned into our job files for reference in future circumstances.

Comprehensive Job & Invoice Tracking

In addition to increasing our workforce and improving quality management, we have implemented accounting and job tracking systems to improve the speed with which we process repairs, understand job status and produce invoices. Our new Controller created dynamic Work In Process and Unbilled reports, which better allow us to comprehensively track all jobs in process.

- **Work In Process** – The “WIP” report includes features such as Start Date, Last Labor Date and Cost to Date of all jobs, providing our shop management team with information to keep repairs moving efficiently and on schedule.
- **Unbilled** – The Unbilled Report allows us to track jobs from completion through invoicing. Whereas in years past, a final invoice could be delayed while waiting for supplier invoices, now the Unbilled Report quickly highlights the number of Days to Bill for each job. This report continues to speed up our invoicing process.
- **Equipment Tags** – Since many older pieces of equipment come to us without sufficient equipment tags, we have implemented custom JBS stickers to identify equipment we have repaired. The job number is listed and can be traced back to our system records, which include labor and materials details as well as the Traveler, which includes measurement, model #, S/N and other equipment details.



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JBS Exceptions to RFP Language

1) Section 3.3 Supervision by the Vendor states:

- a) The vendor shall supervise and direct all site maintenance work. Is the City of Spring Hill willing to pay extra to have a supervisor on site when work is being done.

JBS Proposal: Our lead man from each crew qualifies as a foreman supervising our own work. At the same time, one of our people would supervise any outside contractor or supplier we might hire.

2) Section 3.8 Estimates for Repairs states:

- b) Estimates must be provided within twenty-four hours of the vendor receiving the pump/motor.

JBS proposal: We will strive to provide estimates within one business day; however, we are constrained by our vendors' response time to us, so we cannot commit to this. Parts, service, etc.

3) Section 3.13 Response Times states:

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Section 3.8 Estimates for Repairs states:

- c) Downtime is a critical factor for the City's pumps; therefore, the motor repair, overhaul and/or rewind time is a critical factor. Maximum motor repair time shall not exceed fourteen (14) working days for the city. This includes the time taken to provide an estimate.
- d) In some cases, the City will require expedited service and motor repair time shall not exceed seven (7) working days when requested, including the time taken to provide an estimate.

JBS proposal: We will strive for 24 hours after the notice to proceed but we are constrained by supplier response times; material acquisition, epoxy curing time, etc. We understand that per the formal Question response by April Goad, "14 days should have been the repair time."

4) Bid Form (Mark-ups)

The bid form does not include a line for percent-markups or separate markups for material, rental equipment, and sub-contractors.

JBS Proposal: Vendor invoices will substantiate cost basis. JBS will charge 15% mark-up on all materials, rental equipment, and subcontractors. This includes crane subcontractors, when jobs require cranes larger than our 6,000lb truck cranes. Note that JBS will self-perform the vast



JOHN BOUCHARD & SONS CO.

— SINCE 1900 —

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JBS Proposal: Pickup and delivery from the Owner to JBS will be free, in the event that Owner has pulled and staged equipment for pickup. If Owner requests JBS technical field service crews to remove or reinstall equipment, JBS will bill standard shop services hourly rate, per the bid form. Shipping cost from our vendors to JBS on other materials, motors, pumps, parts, etc. will be included on vendor invoices and marked up per item 4 above.

Pricing

See attached bid form and signature page at the end of the included copy of RFP.

Vendor must submit the following information as part of Vendor's Bid:

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

5.00 BID COST FOR SPRING HILL UTILITY DEPARTMENT PUMP AND MOTOR REPAIR

RFP 2023 Pump and Motor Repair Services Price Form		
Item	Description	Cost
Shop Services	Standard Time Hourly Rate	\$ 115.00
Shop Services	Overtime Hourly Rate	\$ 172.50
Delivery	Is Pickup and Delivery Free?	Yes/ No
	IF No, Provide Cost	\$
Crane	Is Crane Available?	Yes/ No
	IF Yes, Provide Cost	See Exceptions \$

[Signatures on next page]

Respectfully submitted,

Bidder: John Bouchard & Sons Co

Address: 1024 Harrison St

Nashville, TN 37203

Phone: 615.256.0112

Email: Carver.Morgan@JBouchard.com

By: 
(Authorized Signature for Bidder)

Name: William D. Morgan

Title: President

Date: 10/03/2023



**City of Spring Hill
Business Tax Standard License**

January 20, 2023

JAMES BAER
JOHN BOUCHARD AND SONS CO.
1024 HARRISON ST
NASHVILLE TN 37203-3327

Letter ID: L1538924416
Expiration Date: 16-Feb-2024
Return Due By: 16-Jan-2024

The business tax license printed below certifies the receipt and approval of your business tax license application or the renewal of a license for your existing business. The license is valid until the expiration date noted above. Your license number is 1000378473 and your classification is 4. The certificate must be displayed publicly at the location for which it is issued.

All business tax returns are required to be filed and the payment remitted electronically. Your return is due on January 16, 2024. Please visit www.tn.gov/revenue for additional information.

Note: This license does not permit operation unless properly zoned and/or in compliance with all other applicable state, county, or city laws, rules and regulations. Also, as required by Tenn. Code Ann. § 39-17-1801 et seq., businesses must comply with all provisions of the Tennessee Non-Smoker Protection Act.

DETACH LICENSE BELOW AND DISPLAY IN PUBLIC AREA



**City of Spring Hill
Business Tax Standard License**

This certificate must be publicly displayed.

JOHN BOUCHARD AND SONS CO.
1024 HARRISON ST
NASHVILLE TN 37203-3327



Date Issued: 20-Jan-2023
Classification: 4
Letter ID: L1538924416
License Number: 1000378473
Expiration Date: 16-Feb-2024



DEPARTMENT OF
COMMERCE AND INSURANCE



JOHN BOUCHARD & SONS CO.

397886

ID NUMBER: 319
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2025

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS
OF THE STATE OF TENNESSEE HAVE BEEN MET

JOHN BOUCHARD & SONS CO.
1024 HARRISON ST.
NASHVILLE, TN 37203

State of Tennessee

397886

13293826

BOARD FOR LICENSING CONTRACTORS
CONTRACTOR

JOHN BOUCHARD & SONS CO.

This is to certify that all requirements of the State of Tennessee have been met.

ID NUMBER: 319
LIC STATUS: ACTIVE
EXPIRATION DATE: January 31, 2025
UNLIMITED; BC-17; CE; CMC; HC-C; MU-A; MU-B



IN-1313
DEPARTMENT OF
COMMERCE AND INSURANCE



Certificate Number: 052421-02
Industry: Construction

The Governor's Office of Diversity Business Enterprise



for the State of Tennessee, having determined that

JOHN BOUCHARD & SONS COMPANY

has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12, Chapter 3, Part 8, and the policies adopted thereunder hereby grants the designation of

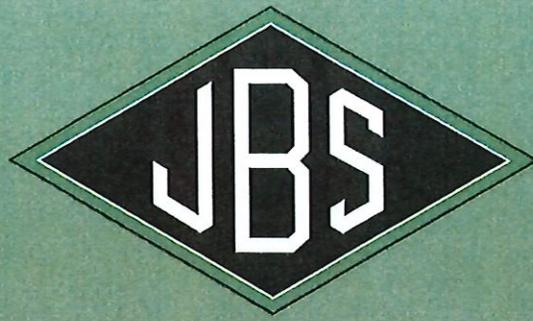
Woman Business Enterprise

And is recognized as such until the expiration of registration and certification on

May 24, 2024

In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of General Services hereto affix our hand and the Great Seal of the State.

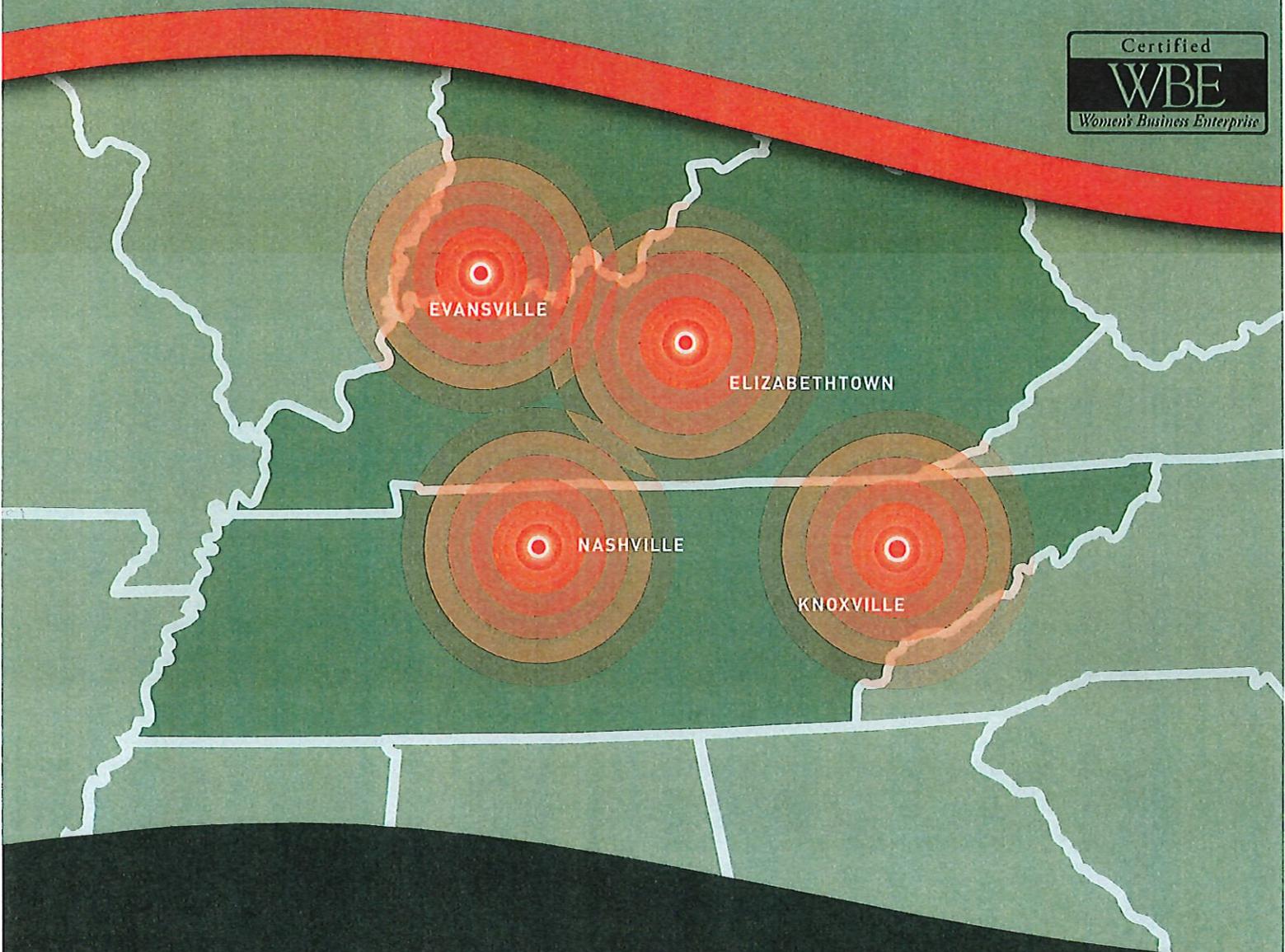
Jessica M. Starling
Procurement Program Director, Governor's Office of Diversity Business Enterprise



JOHN BOUCHARD & SONS CO.

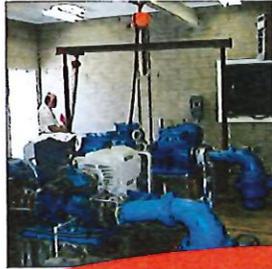
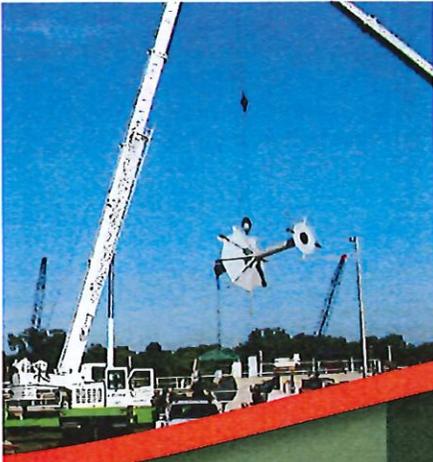
BUILDING & SUSTAINING
HARDWORKING INFRASTRUCTURE

— SINCE 1900 —



WATER & WASTEWATER
SERVICE • REPAIR • CONSTRUCTION

**WATER & WASTEWATER
SERVICE • REPAIR • CONSTRUCTION**



MUNICIPAL SYSTEM EXPERTS

For over a century, the John Bouchard & Sons Co. tradition of innovation and excellence has helped create and maintain the utility systems that keep water flowing across the Mid-South.

With one of the most comprehensive service and repair centers in the region, we work hard to ensure that your equipment runs smoothly when you need it most. Our team of experts is on-call 24/7 to provide solutions that sustain water and wastewater infrastructure systems.

Our machine services division employs top service technicians, machinists, controls & electrical specialists, millwrights and fabricators, who all work together to troubleshoot and repair your essential equipment and systems.

SERVICE & REPAIR

- Pumps
- Motors
- Blowers
- Clarifiers
- Aerators
- Valves
- Controls
- Actuators
- Gear Boxes
- Flow Meters
- Sluice Gates
- Lift Stations

JBS is THE most experienced pump and rotating equipment rebuilder in the Mid-South. Our troubleshooting and repair capabilities extend to nearly every system and piece of equipment in your operation.

We offer a broad range of preventative maintenance & service contracts, as well as industrial fabrication, full machine shop services, and repair of HVAC, plumbing & electrical systems.



JOHN BOUCHARD & SONS CO.

— SINCE 1900 —

CONSTRUCTION & INSTALLATION

Since 1900, JBS has been building and upgrading municipal facilities and systems. Our Construction Division can provide turnkey Mechanical, Plumbing & Electrical contracting for your next project.

EQUIPMENT SALES & SERVICE

- Gardner Denver Compressed Air Products
- Kaeser Blowers
- US Motors



EXPERIENCED 24/7 SERVICE & REPAIR CALL:

NASHVILLE: (615) 256-0112 EVANSVILLE: (812) 470-4110
 KNOXVILLE: (865) 523-9300 ELIZABETHTOWN: (270) 853-0282
JBouchard.com



CONTROLS & SCADA

We provide comprehensive service, troubleshooting and repair solutions for a broad range of electrical and PLC controls systems.

Our technicians are **Factory Trained** for: RS 500, RS 5000, IO Modules, Control-Net, Ethernet, DeviceNet, Remote IO, Data Highway, Onron, Idec, Mitsubishi and other brands.



PUMP REPAIRS FOR ALL STYLES

- Vertical Turbine
- Reciprocating
- Screw Pumps
- Submersible
- Split Case
- Rotary Gear

RESOURCES FOR YOUR NEEDS

- Balancing & Vibration Analysis
- Service Truck Fleet w/ Cranes
- Technical Expertise
- Laser Alignment



24/7 SERVICE & REPAIR:
JBouchard.com

NASHVILLE: (615) 256-0112

KNOXVILLE: (865) 523-9300

EVANSVILLE: (812) 470-4110

ELIZABETHTOWN: (270) 853-0282



Follow-up Service Inspection Report
E1574641230301122012

INSPECTION DETAILS			
Date:	2023-03-01	File Number.:	E157464
Responsible Office:	Northbrook	Volume:	1
Inspection Center:	416	CCN:	PTKQ
Product Type:	Motors and Generators, Rebuilt for Use In Hazardous Locations	UL Rep Name:	James Collier
Deliverable Type:	Listed	UL Rep ID:	06458
Party Site Number:	615370	Subscriber Factory No.:	910567-001
Manufacturer Name:	TENNESSEE ELECTRIC MOTOR CO	Factory Rep Name:	Mr. Greg Johnson (1)
Manufacturer Address:	121 Duluth Ave Nashville, TN 37209-1207	Factory Rep Phone:	615-255-7331
		Factory Rep Email:	gjohnson@tnelectricmotor.com
Applicant:	TENNESSEE ELECTRIC MOTOR CO (615370) 121 Duluth Ave Nashville, TN 37209-1207 US		
Nature of visit:	Regular Inspection	Sample Status:	Samples not required
UL Marks Used?	Yes	UL Marks Removed?	No
Variation Notice Issued?	No	Specific Environmental Conditions Required?	No

PRODUCT DOCUMENTS/PRODUCTION READY VISIT

No products examined – Production Ready Visit

Authorization to use the UL Mark is contingent upon a regular countercheck of the products intended to be UL Labeled to ensure compliance to UL requirements. Since there was no completed UL Labeled production at the time of this inspection, **please notify your UL Field Representative (named on this report) as soon as the next production date or dates are known, so that a UL inspection can be conducted during production of UL Marked products.**

UL-OWNED EQUIPMENT CALIBRATION

No equipment calibration required.

COMMENTS

Additional Comments	
Comments After Submission:	

In addition to the requirements specified in the applicable UL Services agreement and Follow-Up Service Procedure, UL further defines responsibilities, duties and requirements for both manufacturers and UL representatives in the document titled "UL Mark Surveillance Requirements" that can be located at www.ul.com/fus, and in accordance with the applicable terms and conditions of the document at www.ul.com/responsibilities. Manufacturers without Internet access may obtain the current versions of these documents from their local UL customer service representative or UL field representative. The Field Engineer is completing the inspections per Internal Procedure UL Mark Surveillance Program Policy Manual -ULID-004573.

EASA MEMBER

This Certifies that

Tennessee Electric Motor Co.
Of Nashville, TN

is an Active Member of the Association and, as such, is entitled to all the rights and privileges pertaining thereto for the current membership year.

2023-2024

—∞—
This Certificate Expires March 31, 2024

Lynda Feyn
President & CEO



SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and JOHN BOUCHARD AND SONS CO. ("Vendor") (collectively as "Parties"), and is entered into on 16 October, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires pump and motor repair services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be October 16, 2023.
2. **TERM.** The term of this Agreement shall be 36 months from the Effective Date herein through October 16, 2026.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One

Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. See Request for Proposal, Qualifications and Exceptions

5. CITY'S RESPONSIBILITIES.

- a. See Request for Proposal, Qualifications and Exceptions

6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. AMENDMENT AND TERMINATION. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration

of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration and termination.

8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, pandemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
19. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or

unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

20. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor: Dale L Denny
1024 Harrison St
Nashville, TN 37203

If to City: Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to: Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements, either written or oral, unless otherwise expressly stated herein.

23. PAYMENT OF EXPENSES; BREACH. Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

24. COMPLIANCE WITH PUBLIC CHAPTER 775-TCA, TITLE 12, CHAPTER 4, PART 1. In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.

25. OPEN RECORDS DISCLOSURE. Any and all documents submitted to the City of Spring Hill that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
JIM HAGAMAN
Mayor of Spring Hill
Date of Execution: 10/16/23

By: 
William D Morgan, President (print)
VENDOR REPRESENTATIVE
Date of Execution: 10/16/23



JOHN BOUCHARD & SONS CO.

-- SINCE 1900 --

JBS Exceptions to RFP Language

1) Section 3.3 Supervision by the Vendor states:

- a) The vendor shall supervise and direct all site maintenance work. Is the City of Spring Hill willing to pay extra to have a supervisor on site when work is being done.

JBS Proposal: Our lead man from each crew qualifies as a foreman supervising our own work. At the same time, one of our people would supervise any outside contractor or supplier we might hire.

2) Section 3.8 Estimates for Repairs states:

- b) Estimates must be provided within twenty-four hours of the vendor receiving the pump/motor.

JBS proposal: We will strive to provide estimates within one business day; however, we are constrained by our vendors' response time to us, so we cannot commit to this. Parts, service, etc.

3) Section 3.13 Response Times states:

- b) Emergency motor repairs must be completed within twenty-four hours of notification to proceed.

Section 3.8 Estimates for Repairs states:

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Pricing

See attached bid form and signature page at the end of the included copy of RFP.

Vendor must submit the following information as part of Vendor's Bid:

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

5.00 BID COST FOR SPRING HILL UTILITY DEPARTMENT PUMP AND MOTOR REPAIR

RFP 2023 Pump and Motor Repair Services Price Form		
Item	Description	Cost
Shop Services	Standard Time Hourly Rate	\$ 115.00
Shop Services	Overtime Hourly Rate	\$ 172.50
Delivery	Is Pickup and Delivery Free?	Yes/ No
	IF No, Provide Cost	\$
Crane	Is Crane Available?	Yes/ No
	IF Yes, Provide Cost See Exceptions	\$

[Signatures on next page]

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is made by and between THE CITY OF SPRING HILL, TENNESSEE (the “City”) and JOHN BOUCHARD AND SONS CO. (“Vendor”) (collectively as “Parties”), and is entered into on _____, 2023, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires pump and motor repair services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City’s benefit; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be October 16, 2023.
2. **TERM.** The term of this Agreement shall be 36 months from the Effective Date herein through October 16, 2026.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers’ compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One

Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. See Request for Proposal, Qualifications and Exceptions

5. CITY'S RESPONSIBILITIES.

- a. See Request for Proposal, Qualifications and Exceptions

6. INDEPENDENT CONTRACTOR. It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. AMENDMENT AND TERMINATION. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration

of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration and termination.

8. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.
9. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.
10. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.
11. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

12. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **TIME.** The Contractor shall finish within the agreed upon time frame.
14. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.
15. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.
16. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
17. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, pandemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.
18. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.
19. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or

unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

20. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

If to City:

Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

21. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

22. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements, either written or oral, unless otherwise expressly stated herein.

23. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.
24. **COMPLIANCE WITH PUBLIC CHAPTER 775-TCA, TITLE 12, CHAPTER 4, PART 1.** In accordance with Tennessee Code Annotated, Title 12, Chapter 4, Part 1, the Contractor cannot be currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel.
25. **OPEN RECORDS DISCLOSURE.** Any and all documents submitted to the City of Spring Hill that are associated with this project are subject to the Tennessee Public Records Act. Access to the record is governed by the Tennessee Public Records Act and the policies of the City of Spring Hill and the Office of Open Records Counsel.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
JIM HAGAMAN
Mayor of Spring Hill
Date of Execution: 10-16-2023

By: 
DAVID DURVA (print)
VENDOR REPRESENTATIVE
Date of Execution: 10/17/2023