

Roane County Purchasing Department
200 East Race Street, Suite #3
Kingston, Tennessee 37763
Phone 865-376-4317 • Fax 865-376-4318

**ADDENDUM #1
BID #2016-17-171
RESTROOM FACILITY & PAVILION**

TO: All Potential Bidders

This addendum forms part of the Bid Documents. It supplements and modifies them as follows:

ITEM #1 – ADDITIONAL INFORMATION

- Bid Envelope Cover
- Bid Advertisement
- Sample Contract

Please return this addendum to the Purchasing Department in the bid envelope. If your bid has already been sent and this addendum does not pertain to bid pricing, you may return it via facsimile.

ACKNOWLEDGMENT OF ADDENDUM

The undersigned acknowledges receipt of Addendum #1 – Bid #2016-17/171.

Name

Title

BID ENVELOPE COVER SHEET

Project: RESTROOM FACILITY & PAVILION

Bid Date & Time: Thursday, March 24, 2016
2:00 p.m. (Eastern Time Zone)

Bids must be delivered prior to the aforementioned date and time to:

Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

<p>General Contractor – Name & Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TN License Number: _____</p> <p>Limit: _____</p> <p>Expiration Date: _____</p> <p>Classification: _____</p>	<p>Electrical Contractor – Name & Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TN License Number: _____</p> <p>Limit: _____</p> <p>Expiration Date: _____</p> <p>Classification: _____</p>
<p>Plumbing Contractor – Name & Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TN License Number: _____</p> <p>Limit: _____</p> <p>Expiration Date: _____</p> <p>Classification: _____</p>	<p>HVAC – Name & Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TN License Number: _____</p> <p>Limit: _____</p> <p>Expiration Date: _____</p> <p>Classification: _____</p>
<p>Masonry Contractor – Name & Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TN License Number: _____</p> <p>Limit: _____</p> <p>Expiration Date: _____</p> <p>Classification: _____</p>	<p>Other _____ – Name & Address</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>TN License Number: _____</p> <p>Limit: _____</p> <p>Expiration Date: _____</p> <p>Classification: _____</p>

ROANE COUNTY PURCHASING
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763
PHONE 865-376-4317 – FAX 865-376-4318

ADVERTISEMENT FOR BIDS

Sealed bids are invited for the Construction of a Restroom Facility & Pavilion for the Roane County Park & Recreation Department located at the Swan Pond Sports Complex.

All bidders must be licensed Contractors as required by the Contractors Licensing Act of 1976, as currently amended if bid price exceeds \$25,000.

A Bid Bond in the amount of 5% is required to be submitted with the bid. Performance & Payment Bonds will be required in the full amount of the project.

Project: Restroom Facility & Pavilion
Swan Pond Sports Complex

Bids Received By: Lynn Farnham, Purchasing Agent
Roane County Courthouse
200 East Race Street, Suite #3
Kingston, Tennessee 37763

Until: 2:00 p.m. on Thursday, March 24, 2016
Bids will be publicly opened & read aloud.

Specifications: May be obtained in the Roane County Purchasing Department or electronically by going to the County's website www.roanecountytn.gov. Use the Purchasing drop down to obtain electronic documents.



**ROANE COUNTY GOVERNMENT
CONSTRUCTION CONTRACT
INDEPENDENT CONTRACTOR**

This AGREEMENT is made between Roane County Government, a political subdivision of the State of Tennessee, herein "ENTITY" and _____ herein "CONTRACTOR".

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: The ENTITY hereby employs the CONTRACTOR as an independent contractor to complete and perform the following project and work:

2. TIME OF PERFORMANCE AND TERMINATION: The PARTIES agree that:
 - a. The CONTRACTOR shall commence work on the project by:

 - b. The CONTRACTOR shall have the project complete by:

3. COMPENSATION: The ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$_____ payable upon completion of the project and acceptance by the ENTITY.

4. INDEPENDENT CONTRACTOR: The PARTIES agree that the CONTRACTOR is an independent contractor of the ENTITY and in no way an employee or agent of the ENTITY and is not entitled to workers compensation or any benefit of employment of the ENTITY. The ENTITY shall have no control over the performance of this agreement by the CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. The ENTITY shall have no responsibility for security or protection of the CONTRACTOR'S supplies or equipment. The CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. WARRANTY: The CONTRACTOR warrants that all materials and goods supplied under this agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. The CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend and hold harmless the ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of the CONTRACTOR, the CONTRACTOR'S agents, employees or representatives under this agreement.
7. INSURANCE: The CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy, which shall name and protect the CONTRACTOR, all CONTRACTOR'S employees, the ENTITY, and its officers, agents and employees, from and against all claims, losses, actions and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. The CONTRACTOR shall provide proof of liability coverage as set forth above to the ENTITY prior to commencing its performance as herein provided, and require insurer to notify the ENTITY ten (10) days prior to cancellation of said policy.
8. WORKER'S COMPENSATION: The CONTRACTOR shall maintain in full force and effect worker's compensation insurance for the CONTRACTOR, any agents, employees and staff that the CONTRACTOR may employ as is required by law, and provide proof to the ENTITY of such coverage or that such worker's compensation is not required under the circumstances.
9. COMPLIANCE WITH LAWS: The CONTRACTOR agrees to comply with all federal, state and local laws, rules and regulations. Any claim, breach or dispute arising under this contract shall be heard in the courts of Roane County, Tennessee.
10. ENTIRE AGREEMENT: This document and the Invitation to Bid or Request for Proposal documents comprise the entire agreement and can only be modified or amended in writing by the PARTIES.
11. PERFORMANCE & PAYMENT BONDS: The CONTRACTOR (if bonding is required) is required to provide a performance and payment bond in the amount of the project cost prior to beginning work.

ENTITY:

Roane County Government

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

CONTRACTOR:

COMPANY NAME

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____