

Month Day, 2017

RFP No. E-17-004-201

PURCHASING DEPARTMENT
101 EAST 11th STREET, CITY HALL, SUITE G13
CHATTANOOGA, TENNESSEE 37402

Requisition No.: RFP E-17-004-201

Ordering Dept.: CDRC

Buyer: Debbie Talley

E-mail: dtalley@chattanooga.gov (NO E-MAILED PROPOSALS ACCEPTED)

Phone No.: 423-643-7231; **Fax No.:** 423-643-7244

Products or Services Being Purchased: King Street Parking lot

PROPOSAL MUST BE RECEIVED AS SPECIFIED NO LATER THAN

4:00 P.M. E.S.T. ON Month Day, 2017

ALL QUESTIONS MUST BE RECEIVED AS SPECIFIED NO LATER THAN

4:00 P.M. E.S.T. ON June, 15th, 2018

The City of Chattanooga reserves the right to reject any and/or all proposals, waive any informalities in the proposals received, and to accept any proposal which in its opinion may be for the best interest of the City. The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color or national origin. The City of Chattanooga (COC) Terms and Conditions posted on Website are applicable: <http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

NOTE: ALL PROPOSALS MUST BE SIGNED.

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated within Offeror's proposal.

PLEASE PROVIDE THE FOLLOWING:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll-Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Signature: _____

Date: _____

COMPLETED AND SIGNED COVER PAGE TO BE RETURNED WITH PROPOSAL

City Of Chattanooga, Tennessee
Chattanooga Downtown Redevelopment Corporation



Request for Proposal

King Street Parking Lot

The Chattanooga Downtown Redevelopment Corporation Board is requesting proposals to Design and Build a surface parking lot at 1200 King Street.

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SECTION I: GENERAL INFORMATION

Introduction

The Chattanooga Downtown Redevelopment Corporation Board (CDRC) is issuing this Request for Proposals (RFP) to solicit proposals from qualified individual(s) and/or company(s) for the purpose of selecting an Individual(s) and or company(s) from those who submit proposals with which to negotiate an Agreement to Design and Build a surface parking lot at 1200 King Street.

Purpose of RFP

This request solicits proposals to furnish the Chattanooga Downtown Redevelopment Corporation Board, hereinafter referred to as “CDRC”, with proposals to design and build a surface parking lot at 1200 King Street, hereinafter referred to as “project”. Specifications describing the functional and technical requirements of the project can be found in Section IV of this document. It is The CDRC’s intent to select the most suitable solution based on responses to this RFP.

This request solicits proposals covering five areas. The proposals should provide recommendations and service level agreement details (herein after referred to as “SLA”) for each area:

- (1) Design and Construction Time Line
- (2) Concept Sketches
- (3) Description of approach of how to meet all regulatory requirements including, but not limited to Storm water, Lighting, Pavement design, and Landscaping requirements
- (4) Cost benefits
- (5) Amount

SECTION II: ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Introduction

The purpose of this section is to identify the administrative requirements related to this RFP.

Inquiries

Questions concerning this RFP may be sent by fax or e-mail to the attention of:

Debbie Talley Buyer
City of Chattanooga
Municipal Building
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
Fax: (423) 643-7244
Email: Purchasing@chattanooga.gov

Exceptions to RFP Specifications

This RFP is intended to describe The CDRC's minimum requirements and response format in sufficient detail to secure comparable proposals. However, vendors are not precluded from submitting proposals that recommend a solution that differs from the provided specifications as long as the required response format is followed. Any exceptions to specifications should be clearly noted and will be considered as they apply to the overall interest of The CDRC.

Implied Requirements

All products and services not specifically mentioned in this RFP, but which are necessary to provide the full recommended solution described by the vendor, must be included in the proposal.

Vendor-Supplied Materials

Any material submitted by a vendor shall become the property of The CDRC unless otherwise requested at the time of submission. Any material considered confidential in nature must be so marked.

Issuing Office

This RFP shall be governed by the laws of the State of Tennessee and is issued by the Purchasing Department for The City of Chattanooga on behalf of the CDRC.

Rejection of Proposals

The CDRC reserves the right to reject any and all proposals resulting from this RFP.

Incurring Costs

The CDRC is not liable for any cost incurred by vendors prior to the issuance of a purchase agreement for the proposed King Street Parking Lot and will not pay for information solicited or obtained.

Vendor Proposals

Three (3) bound copies, one (1) unbound original copy, and an electronic copy on a flash drive or disk in Word or PDF format of the RFP shall be submitted. The RFP will be limited to 25 pages excluding the resumes of key project personnel requested. More detailed requirements are in Appendix A.

All RFPs shall be submitted in a sealed envelope or box marked "KING STREET PARKING LOT, CONTRACT NO. E-17-004-201, City of Chattanooga, Tennessee." The original and copies of the RFP shall be indexed with tabs for each section of the RFP.

Economy of Preparation

Proposals must be prepared simply and economically. They should provide a straightforward and concise description of the temporary and permanent concepts proposed. Colorful bindings, displays, promotional materials, etc. are not desired. Emphasis should be placed on clarity and content. Lengthy proposals may be viewed as attempts to obfuscate issues and may be rejected.

Conditions of Agreement

The successful vendor will be expected to enter into contract negotiations with the CDRC that will result in a formal purchase agreement between the parties.

SECTION III: RFP LIFECYCLE

Introduction

The purpose of this section is to inform prospective vendors of the process that will take place as a result of this RFP. The information contained herein discloses all details about dates, times, and places as they pertain to this RFP.

Response Date

Sealed proposals to be considered must arrive at the issuing office on or before the time and date referred to on the cover sheet of this document.

Initial Screening

The initial screening of submitted proposals will occur as soon as practical following the opening. The initial screening process will involve evaluating all proposals for completeness, clarity, and conformity to all RFP requirements. Proposals not meeting minimum requirements will not receive further consideration.

Oral Presentation

Vendors submitting a proposal that passes initial screening may be invited to make an oral presentation of their proposal to The City. Invitations will be given solely at the initiative of The City for such purposes as The CDRC deems necessary. Such presentations provide an opportunity for the vendor to clarify their proposal and ensure that a thorough, mutual understanding exists. Oral presentations are not mandatory. These presentations may be conducted in person, by WebEx or teleconference.

Product Demonstration

Vendors may be requested by The CDRC to demonstrate the practicality and final aesthetics of the solution they are proposing. Demonstrations will be conducted in the most economical manner possible.

Final Evaluation

After all requested oral presentations and product demonstrations have been completed, the final evaluation will begin. In the final evaluation, the proposals submitted by the vendors will be reviewed and a recommendation will be made by an evaluation committee for the proposal that is considered to best satisfy The CDRC's requirements.

Any recommendation by the evaluation team or staff members is subject to review and concurrence or nonconcurrence by the CDRC. A recommendation to The CDRC who will make the final decision based upon whatever factors it considers pertinent.

Proposal Acceptance

After the final evaluation, the chosen vendor(s) will be notified and contract discussion and negotiation between The CDRC and the selected vendor(s) will begin. The content of this RFP and the successful vendor's proposal will become an integral part of the contract, but may be modified by provision of the contract. Vendors are requested to submit current contract forms with their proposal for review by the City/CDRC.

Section IV: Requirements for the Proposed Solution

Introduction

The purpose of this section is to describe the required and desired features of a solution for The CDRC. The vendor may propose additional features and options to be considered. The sequence in which the following items appear in this document does not represent any priority of importance for this proposal. The City requests that prospective vendors use these specifications to develop proposals within the guidelines set forth in Section II.

Project Purpose

The CDRC wants to have designed and constructed a solid surface parking lot that can be utilized on the property at 1200 King Street. In the first phase of the project, The CDRC is looking to have a temporary solution to the drainage issue that is affecting the adjacent property to the south implemented ASAP followed by the final solution for the parking lot. Appendix D has an overhead view, Deed, and Property description of the property that is intended to become a solid surface parking lot. Currently it is a Gravel Parking lot used primarily for passenger vehicle parking. The lot is approximately 66 feet wide and 430 feet deep.

General Requirements

Although the CDRC wants to maximize the parking that can be obtained in the parking lot, the project is intended to meet all current rules and requirements of the City of Chattanooga including but not limited to landscaping, space sizes, lighting, and storm water. Note the lot is in the Form Based Code area. The pavement design is expected to meet or exceed a 2.28 Structural Number. Specific consideration should be given to direct water flow away from the adjacent building with a temporary solution to be implemented as soon as possible. Payment and Performance Bonds will be required as part of this project as well.

Schedule Mile Stones

Although the CDRC wants to be diligent on how the property is developed, timing is crucial. The following milestones are proposed. A schedule is expected with each proposal and will be considered during evaluation.

Schedule

Activities	Date
Temporary solution plans and 30% Final Design plans	Within 10 days of award
Temporary drainage solution completed and 60% Final Design Plans	July 1 st , 2018
Final Design Plans and permitting	August 1 st , 2018
Final Completion	October 1 st , 2018

Vendor Information

Prospective vendors should provide the following information pertaining to their organization and this project:

- Size of the organization
- Public financial records from the past two years
- Client list including those using products recommended by the prospective vendor
- Number of years in business providing similar services
- Number of service and support personnel in the organization and resumes of proposed personnel for this project including relevant professional License and contractor's license
- A reference list including clients and/or projects completed
- Proposed schedule with milestones addressed
- A resource availability date commitment including but not limited to design personnel construction personnel, equipment, etc.

- Concept drawing to address the temporary drainage issue affecting the building to the south.
- A concept drawing for the proposed final parking lot.
- Cost Summary

Prospective vendors should understand that adherence to all vendor-proposed dates and timelines will become part of said vendor's contractual obligation should their proposal be selected by The City for its proposed solution. The CDRC Understands the schedule may be affected depending on issues out of the vendor's control. Including but not limited to Weather, Permitting Delays, and City/CDRC review time.

Cost Summary

Proposals must provide all costs associated with supporting the proposed solution. Including but not limited to Design, Permitting, Geotechnical, and Construction.

Functional/Technical Requirements

Although the CDRC wants to maximize the parking that can be obtained in the parking lot, the project is intended to meet all current rules and requirements including but not limited to landscaping, lighting, space sizes, and storm water. The drainage design shall alleviate water flow to the adjacent properties as much as possible. The pavement design is expected to meet or exceed a 2.28 Structural Number. The property was a Railroad Right of Way at one time. It is not known if rails and related construction is buried on the site or not. As part of this project, this should be considered.

Warranty

Vendor shall provide a two year warranty of the constructed product.

Section V: Evaluation Criteria and Scoring

In evaluating response to the Request for Proposal, COMMITTEE will Use a 2 step proccess;

First the RFP will be scored:

1. Professional Design proposal 50%
2. Construction proposal 50%

Qualified Proposers will advance to the second step.

Second the RFP will be scored:

1. Price Proposal 34%
2. Concepts and Aesthetics 33%
3. Schedule 33%

Appendix A: Detailed Proposal Requirements

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REQUEST FOR BIDDER INFORMATION

Questions regarding the project or the Bid Documents must be in writing as required by the Instruction to Bidders. Questions must be written on this form and sent by email, fax or mail to the email, fax number or address listed below. Upon timely receipt, if appropriate, an Addendum will then be issued to all persons who have received Bid Documents from the Owner.

City of Chattanooga
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, TN 37402
bidinfo@chattanooga.gov
Phone Number: (423) 643-7230
Fax Number: (423) 643-7244

Contract: **CONTACT NAME**

Contract Number: **#17-CP552**

From: _____

Company: _____

Date: _____

CLARIFICATION IS NEEDED FOR THE FOLLOWING ITEMS:
(List Specification Section, Paragraph, Drawing Number and/or Detail Number)

END OF DOCUMENT

PUBLIC NOTICE

This announcement serves to inform all interested Bidders of a bid opportunity for the City of Chattanooga (COC), the Industrial Board of Chattanooga (IDB), on behalf of The Volkswagen Group of America, Chattanooga Operations LLC (VWGoA)

B-SUV related East Dock Horizontal Baler located at
8001 Volkswagen Drive, Chattanooga TN 37416.

For

Bid package name: East Dock Horizontal Baler

Scope: Procurement & Installation services for a new horizontal baler for the East Loading Docks.

Interested bidders are required to register under

www.vwgroupsupply.com

All bidders must comply with all requirements of the State of Tennessee Contractors Licensing Act.

Interested bidders must provide their DUNS # when requesting to obtain the bid package.

Interested bidders can obtain the bid packages via email inquiry to

dtalley@chattanooga.gov

Bids must be submitted as per bid instructions provided in the bid package by
2pm EST on **October 19, 2017**.

INSTRUCTIONS TO BIDDERS

1. General

Instructions to Bidders are also contained in other parts of these Contract Documents and apply with equal force to the instructions set forth in these Instructions to Bidders. All Bidders shall comply with every requirement, obligation, responsibility, and provision imposed on the Contractor by these Contract Documents even though said requirements, obligations, responsibilities, and provisions shall be complied with by the Contractor in part or in total prior to the opening of bids or the award of the Contract. If any Bidder fails to comply in every respect with any condition imposed on the Bidder or the Contractor, as the case may be, it is understood and agreed that the bid submitted may be declared by the Owner, at the sole discretion of the Owner without recourse, as non-responsive, and the Owner may award the Contract to the next lowest responsive and responsible bidder, or all bids may be rejected.

Definitions of terms used in these Instructions to Bidders and other Contract Documents are contained in the General Conditions of these Contract Documents.

2. Proposal Requirements and Conditions

The Bidder's attention is directed to Section 2, Proposal Requirements and Conditions, of the General Conditions of these Contract Documents which contains specific instructions to, and information for, Bidders. The instructions and information contained in said Section 2 are supplemented by that set forth herein and in other parts of these Contract Documents.

3. Qualification of Bidders

The Bidder must be capable of performing the work covered by these Contract Documents in a satisfactory manner and within the time specified. The Bidder shall furnish with his Bid, on forms contained in the Proposal, information and evidence required by the Owner for the Owner's use in determining the Bidder's qualifications for performing the work. The Bidder shall promptly furnish all additional information, evidence, or statements requested by the Owner, after the bids have been opened and evaluated, or his bid may be declared non-responsive.

If the Bidder is a subsidiary, division, or corporation, 50 percent or more of whose ownership is held by another corporation, firm, or person, the Bidder shall furnish the same information, evidence, and statements on the principal owner that is required to be submitted by the Bidder to the Owner by these Contract Documents.

The information and evidence required to be submitted by the Bidder shall include, but not be limited to: (1) financial statements; (2) list of subcontractors; (3) list of Bidder experience; and (4) lists of construction equipment available to the Bidder for performing the work.

4. Responsibility of Bidder to Inform Himself as to All Conditions Relating to the Work and the Project

The Bidder, by and through the submission of his Bid, agrees that he shall be held responsible: (1) for examining and fully understanding the Scope of Work, the Contract Documents, and all requirements thereof; (2) for having examined the site, the location, and the route of all proposed work; (3) for having familiarized himself fully with the construction schedule, site constraints, and the contractor's access requirements to the site; (4) for having satisfied himself as to the character of the work, the location, the surface and underground obstructions, the nature of the ground, subsurface water conditions, and all other subsurface conditions, and all other physical characteristics of the work and conditions relating thereto, in order that he may include in the prices bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstructions which will be encountered in the performance of the work (based on the Unit Price descriptions in the Specifications).

If Bidders fail to fully understand any clause or requirement of these Contract Documents, inquiry in writing must be made of the Engineer for his interpretations of the Contract Documents five (5) calendar days in advance of the submission of a bid. Failure on the part of Bidders to thoroughly acquaint themselves with the work to be performed and the conditions under which it will be performed shall not be considered as a valid excuse for claims of any kind after the award of the Contract.

5. Familiarity with Laws and Regulations

The Bidder is required to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Ignorance on the part of the Bidder shall not, in any way, relieve him from responsibility for compliance with said laws and regulations or any of the provisions of these Contract Documents.

The Bidder's attention is directed to the fact that all applicable Federal, State, and Local laws, ordinances, rules, and regulations and the regulations of any agency of government having jurisdiction over the work, or any part thereof, shall apply to the work or the performance thereof, and that said laws and regulations shall be a part of these Contract Documents, the same as if herein repeated.

6. Time for Completion and Liquidated Damages

6.01 It is understood and agreed that time is of the essence of the Contract and the Bidder agrees to complete the work within the contract time specified in the Proposal, the Contract, and other Contract Documents.

6.02 Should the Contractor fail to complete the work under these Contract Documents within the time specified in the Proposal, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the amount specified in the Proposal per calendar day of default unless extensions of time granted by the Owner specifically provide for the waiving of liquidated damages.

7. Addenda

If a Bidder is in doubt as to the meaning of any of the Contract Documents or if he finds discrepancies or ambiguities in, or omissions from any of the Contract Documents, he shall immediately submit a written request at least five (5) calendar days in advance of the bid opening date to the Engineer for interpretation or clarification. Said request by the Bidder and reply by the Engineer in the form of an addendum shall be in conformance with the provisions of these Contract Documents. All addenda shall become a part of these Contract Documents and shall be attached to the front cover of this bound volume submitted by the Bidder as his bid. The issuance of a written addendum by the Engineer shall be the only method whereby an interpretation or clarification will be made. No oral clarifications by the Owner or the Engineer will be made. Each Bidder shall be bound by all addenda, whether or not received by him.

8. Preparation of Bids

All bids shall be submitted on the prescribed forms contained in this bound volume and shall include all items listed in the Table of Contents of this volume and all addenda. All blank spaces of the Proposal and required accompanying documents, certifications, and statements shall be filled in handwritten in ink or typewritten, and completed as required by the provisions of these Contract Documents. Failure by the Bidder to fill in and complete all blanks and to supply all required information, documents, certifications, and statements may render the bid non-responsive, at the Owner's sole discretion without recourse, and the Owner may award the Contract to the next lowest responsive, responsible bidder or all bids may be rejected.

8.01 Proposal: The Proposal bound in this volume, together with other documents, certifications, and statements required with the submission of the bid, shall be the form on which the bid is submitted and may not be removed from this bound volume. Alternately the contractor may only submit the bid documents provided separately with these specifications. Items such as bid bonds may be stapled to the appropriate pages in the documents. Modification of the Proposal or accompanying documents, certifications, and statements, may render the bid non-responsive.

The Bidder must sign the Proposal in the space provided for the signature. If the Bidder is an individual, the words "doing business as _____" or "Sole Owner" should appear beneath such signature. In the case of partnership, the signature of at least one of the partners must follow the firm name, and the words "Member of the Firm" should be written beneath such signature. If the Bidder is a corporation, the title of the officer signing the Proposal in behalf of the corporation must be stated, and evidence of his authority to sign the Proposal must be submitted.

- 8.02 Proposal:** The total base bid for the work described in these Contract Documents shall be the sum of the prices bid for the individual bid items in the Schedule I - Base Bid Items. Any Additive Alternate may be included in the Contract at the option of the City.

The amount of the total price or total unit price bid for each individual bid item in the Schedule I - Base Bid Items will determine the lowest bid subject to qualification and other requirements of these Contract Documents, and the City may make multiple awards to the lowest bidder for each individual bid item.

The City reserves the right to make one award to the bidder whose total base bid (the sum of the bid prices bid for the individual bid items in Schedule I – Base Bid Items) is the lowest, subject to qualification and other requirements of these Contract Documents.

- 8.03 Sales Taxes:** The attention of the Bidder is directed to the laws of the State of Tennessee. The Bidder shall include all applicable state and local sales taxes in the price bid. The Bidder will be required to comply with all applicable laws and to file any required exemption certificates.

- 8.04 Statement of Equipment:** The Bidder shall fill out the Statement of Equipment, providing all the data requested on the form.

- 8.05 Financial Statement:** The successful Bidder shall be required to submit a Financial Statement prior to award of the contract, if requested.

- 8.06 Statement of Bidder's Qualifications:** The Bidder shall fill out the Statement of Bidder's Qualifications, providing all the data requested on the form.

- 8.07 Affidavit:** The Bidder shall fill out and properly execute the Affidavit contained in the Proposal.

9. Bid Security

Each bid must be accompanied by a certified check or Bid Bond on the prescribed form included herein or an approved form in an amount not less than five percent (5%) of the amount of the bid, duly executed by the Bidder as principal and having as surety thereon a surety company acceptable to the Owner and the Owner's attorney and authorized to write such Bid Bond under the laws of the State of Tennessee. The certified checks or Bid Bonds of all unsuccessful Bidders, except the three lowest Bidders, will be returned after the opening of bids. The certified checks or Bid Bonds of the three lowest Bidders will be returned after the Owner and the accepted Bidder have executed the Contract and the accepted Bidder has filed an acceptable Contract Bond; or if the award of the Contract has not been made within 60 days after the date of the opening of bids, upon demand of any Bidder at any time thereafter, provided that he has not been notified of the acceptance of his bid.

Attorneys-in-Fact or other officers who sign bid bonds for a surety company must file with such bonds a certified copy of his power of attorney authorizing him to sign said bonds.

10. Obligation of Bidders

It is the obligation of the Bidder prior to submitting his bid:

- (1) To fully satisfy himself, using whatever means and methods he considers necessary or convenient, as to the requirements of these Contract Documents and the work covered hereunder.
- (2) To read and to be thoroughly familiar with the Drawings and other Contract Documents.
- (3) To comply with all requirements and provisions of these Contract Documents.
- (4) To make, from his own personal knowledge and experience, or professional advice, his own investigation of subsurface conditions.
- (5) To satisfy himself that the Drawings and other Contract Documents are adequate for the work to be performed hereunder.
- (6) To complete the Proposal and all accompanying documents, certifications, and statements as specified in these Contract Documents.

The failure of the Bidder to understand or comply with these obligations shall not relieve him from any responsibilities, duties, or obligations imposed by any provision of these Contract Documents. It is understood and agreed that the Bidder will not make any claims against the Owner or the Engineer for the Bidder's failure to comply with these requirements and that failure to comply may render the bid non-responsive at the Owner's sole discretion without recourse.

11. Submission of Bids

Each bid shall be submitted on the Proposal Form as furnished herein, together with a suitable bid security and with the required documents, certifications and statements, herein described. The Bidder shall submit one original of all documents in the envelope.

Each bid must be submitted in a sealed envelope. In compliance with all the requirements of Chapter No. 135, Public Acts of 1945 of the General Assembly of the State of Tennessee, and House Bill No. 2180 (Public Chapter No. 882) known as the Contractor's Licensing Act of 1976, the envelope must also bear on the outside the following:

- (1) Name of the bidder
- (2) Address of the bidder
- (3) Name of Project for which bid is submitted;
- (4) Bidder's License Number and State of Registration
- (5) Bidder's License Date of Registration
- (6) Bidder's License Category or Classification; License Amount; and
- (7) Bidder's License Expiration Date.
- (8) The names of the bidder's Subcontractors for electrical, plumbing and heating, ventilating and air conditioning work (no more than one in each category) must also appear on the face of the envelope with the license classification, license number and expiration date shown for each one.

All envelopes containing bids that are not marked as described above will be declared non-responsive, will not be opened, will be returned to the Bidder unopened, and will be handled as described in Paragraph 14 herein.

If the bid is forwarded by mail, the sealed envelope containing the Proposal shall be enclosed in another envelope addressed to the City of Chattanooga, care of City Purchasing, 101 E. 11th Street, Suite G13, Chattanooga, Tennessee 37402.

12. Modification of Bids

Bid modifications will be accepted from Bidders if addressed to the Owner and received prior to the opening of the bids.

Any Bidder may modify his bid by telegraphic communication at any time prior to the opening of bids, provided such telegraphic communication is received by the Owner prior to the opening of bids, and, provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening of bids. The telegraphic communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two (2) calendar days from the opening of bids, no consideration will be given to the telegraphic modification.

13. Withdrawal of Bids

Any bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening thereof. A bid may also be withdrawn 60 days after the date of the opening of the bids, provided that the Bidder has not been notified that his bid has been accepted.

14. Opening of Bids

Bids will be publicly opened and read aloud at the time and place stated in the Advertisement for Bids. The officer whose duty is to open them will decide when the specified time has arrived, and no bids received thereafter will be considered. No responsibility will be attached to any officer for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

15. Right to Accept or Reject Bids

Bids which contain modifications to the Contract Documents, or which are incomplete, unbalanced, conditional, or obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the "Instructions to Bidders" and other Contract Documents, may be declared non-responsive and rejected at the sole discretion of the Owner without recourse. The Owner reserves the right to waive any informality, to evaluate the bids, to reject any or all bids, and to re-advertise for bids.

16. Non-responsive Bids

Any bid that does not fully comply, in every respect, with all provisions, instructions, conditions, and requirements of these Contract Documents may be declared to be non-responsive by the Owner, at the Owner's sole discretion and without recourse, and the Owner may award the Contract to the next lowest responsive and responsible Bidder, or all bids may be rejected.

A bid may be declared by the Owner to be non-responsive for, but not limited to, any of the following reasons:

- (1) Failure to fill out all blanks and complete the Proposal and required accompanying documents, certifications, and statements.
- (2) Modification or alteration of the Proposal or other Contract Documents.
- (2) Failure to furnish adequate information for the Owner to determine if the Bidder is qualified.
- (3) Submission of a qualified or conditional bid.
- (4) Failure to furnish information, evidence, and statements of the principal Owner when the Bidder is owned 50 percent or more by another firm, corporation, or person.
- (5) Submission of unrealistic data, erroneous data, inaccurate data, or data that cannot be documented or substantiated.
- (7) Lack of adequate financial resources and capabilities.
- (8) Failure to comply with the requirements of Article 20 of Instructions to Bidders.

17. Disqualification of Bidders

17.01 One Proposal: Only one Proposal from a person, firm, partnership, or corporation under the same or under different names will be considered. If it is believed that a Bidder is interested in more than one Proposal for the work involved, all Proposals in which such a Bidder is interested will be declared non-responsive and will be rejected.

17.02 Collusion Among Bidders: If it is believed that collusion exists among the Bidders, the Proposals of all participants in such collusion will be declared non-responsive and will be rejected. Participants in such collusion will not be considered in future Proposals for the same work.

17.03 Debarred or Suspended Contractors: Bidders debarred or suspended under Chattanooga City Code, Part II, Chapter 2, Article XX (Ordinance No. 8259), or who are debarred or suspended by operation of any other applicable state or federal law or regulation, are not eligible to be contractors or subcontractors to this contract.

17.04 Affidavit of No Collusion by Bidder: All bidders are required to execute a notarized affidavit of No Collusion by Bidder, and a bidder who fails to do so will be disqualified.

18. Criteria for Evaluation of Bids

A contract will be awarded, if it is awarded, to the lowest responsible and responsive bidder who submits the lowest bid for each individual bid item in Schedule I in accordance with the Contract Documents. It is understood and agreed that the Owner will determine, without recourse, which Bidder is the lowest responsible and responsive Bidder for each individual bid item. The Owner reserves the right to award a single contract to the Bidder whose total base bid (the sum of the prices bid for the individual bid items in Schedule I – Base Bid Items) is the lowest. In determining the Bidder or Bidders who will receive awards, the following specific criteria will be considered.

18.01 The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is owned, 50 percent or more, by a person, corporation, or firm.

18.02 The Bidder shall demonstrate that he has adequate construction management experience and sufficient equipment resources to properly perform the work under, and in conformance with, these Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work.

18.03 The Bidder shall demonstrate that he is familiar with the work covered by these Contract Documents.

18.04 The Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The Bidder shall complete the financial statement in the Proposal form. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

The Bidder may demonstrate financial capability by submitting a suitable financial statement of an Equity Partner, provided an agreement is executed binding the Bidder and said Equity Partner, jointly and severally, to fulfill all duties, obligations, and responsibilities of the Contractor covered by these Contract Documents if the Contract is awarded to the Bidder. The agreement shall be submitted with the Bid and shall be satisfactory to the Owner's Attorney, or the bid may be declared non-responsive.

18.05 The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared non-responsive. Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for nonperformance as covered in the Contract Documents; nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

19. Award of Contract

Following the opening of bids, the Engineer will evaluate the proposals. After completion of the evaluation of the proposals the Engineer will recommend to the Owner that the Bidder who is both responsive and responsible and whose bid totals the lowest number of dollars, for each individual bid item in Schedule I, should be awarded a contract. The Owner reserves the right to award a multiple contract to the Bidder based on the total of Schedule I, individual Site Locations or a combination of Site Locations based on lowest bid per each site. The Engineer will notify all Bidders in writing of the Owner's intent to award a contract or contracts. The City Council in an open public session will pass a Resolution of award of the contract or contracts to the recommended bidder(s).

20. Liquidated Damages for Failure to Enter into Contract

The certified check or Bid Bond filed with and as a part of the Proposal will be forfeited to the Owner as agreed upon as liquidated damages if the Bidder to whom the Contract is awarded shall fail to execute the appropriate Contract Documents within ten (10) days following written notice to him that such forms are ready for execution.

21. Execution of Contract

Each Bidder to whom a Contract is awarded will be required to execute, in seven (7) counterparts, the prescribed Contract form, Performance Bond form, and Payment Bond form within ten (10) days from the date of notice to him that such forms are ready for execution.

22. Security for Faithful Performance of Contract

Simultaneously with his delivery of the executed Contract form to the Owner, the Bidder to whom the Contract has been awarded shall deliver to the Owner an executed Performance Bond on the prescribed form in the amount of one hundred percent (100%) of the total amount of the accepted total bid as security for the faithful performance of his Contract, including meeting performance guarantees and for the repair and/or replacement of defective or deficient work for a period of one (1) year after the date of final acceptance of the work. At the same time, the successful Bidder shall deliver to the Owner an executed Payment Bond on the prescribed form in the amount of one hundred percent (100%) of the total amount of the accepted total bid as security for the payment of all persons performing labor or furnishing materials in connection therewith. The surety on said bonds or other security shall meet the requirements of these Contract Documents and shall be satisfactory to the Owner and the Owner's Attorney.

END OF DOCUMENT

SECTION 00201

CONTRACTOR'S IDENTIFICATION
(ALL BLANKS MUST BE FILLED. USE N/A AS NECESSARY)

This form shall be attached to the sealed envelope containing the Bid. All prime contractors and contractors for electrical, plumbing, and heating, ventilation, and air conditioning contracts for bids of \$25,000 or more and/or masonry items for \$100,000 or more are required to complete this form pursuant to TCA 62-6-119. Failure to provide all of this information on the sealed envelope shall be considered a non-responsive Bid and shall not be opened or shall automatically disqualify such bid.

BIDDER:

Complete the following for all applicable Electrical, Plumbing, Masonry and Heating, Ventilation, and Air Conditioning Subcontractors: Prime Contractor must fill in space below when performing Electrical, Plumbing, or Heating, Ventilation, and Air Conditioning Sub-Contractor work for any bids of \$25,000 or more; and for Masonry for any bids of \$100,000 for more:

Name: _____

Subcontractor: _____

Address: _____

Tennessee License No.: _____

License Expiration Date: _____

License Classification: _____

If TaxID Number (TIN) issued, list below. Otherwise, list Owner's Social Security Number (SSN).

TaxID Number: _____

Subcontractor: _____

Tennessee License No.: _____

Tennessee License No.: _____

License Registration Date: _____

License Expiration Date: _____

License Expiration Date: _____

License Classification: _____

Monetary Limit: _____

_____ (\$ _____)

Subcontractor: _____

Classification : _____

Tennessee License No.: _____

License Expiration Date: _____

License Classification: _____

CITY OF CHATTANOOGA
Purchasing Department
101 E. 11th Street, Suite G13
Chattanooga, Tennessee 37402

SEALED BID PROPOSAL FOR :

King Street Parking Lot
Contract Number: E-17-004-201

LOCATION: City Hall, Purchasing Department
101 E. 11th Street
Suite G13
Chattanooga, TN 37402

TIME: 4:00 p.m. 6/15/2018

PROPOSAL

Project Description: King Street Parking Lot, E-17-004-201

Proposal _____

_____ hereinafter called " Proposer "), doing business as

a corporation, a partnership, an individual

To the City of Chattanooga, Tennessee (hereinafter called "Owner").

Gentlemen:

The Proposer, in compliance with your Advertisement for proposals for the construction of this project having examined the Drawings and Specifications with related documents, other Contract Documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all supervision, labor, materials and equipment, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price stated on the attached Proposal Schedule. This price is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Proposer hereby agrees to begin work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within the number of consecutive calendar days stipulated in the specifications. Proposer further agrees to pay liquidated damages as hereinafter provided in the General Conditions.

Proposer acknowledges receipt of the following addenda:

Proposer agrees to perform all the construction of the project for the attached price complete with appurtenant and accessory work described in the specifications and as shown on the plans.

The attached price shall include all supervision, labor, materials, equipment, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities in the bidding.

The Proposer agrees that this proposal shall be firm and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving proposals.

Upon receipt of written notice of the acceptance of this proposal, Proposer will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by the General Conditions. The bid security attached in the sum of 5% of the total bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
Signature

Title _____

Business Address

ATTEST:

Name _____ (SEAL)
(Please Type)

Title _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership, by another partner; for an individual, by a Notary.

END OF DOCUMENT

BID SCHEDULE

CONTRACT NAME

CONTRACT NUMBER E-17-004-201

CHATTANOOGA, TENNESSEE

DESCRIPTION

This request solicits proposals to furnish the Chattanooga Downtown Redevelopment Corporation Board, hereinafter referred to as "CDRC", with proposals to design and build a surface parking lot at 1200 King Street, hereinafter referred to as "project". Specifications describing the functional and technical requirements of the project can be found in Section IV of this document. It is The CDRC's intent to select the most suitable solution based on responses to this RFP.

TOTAL BASE BID

Total Base \$ _____

Note : Dollar amounts are to be shown in both words and figures. In case of discrepancy, dollar amounts shown in words will govern.

Contractor certifies that he has reviewed the Request for Proposals, and that all items of work not specifically listed in the Bid Schedule are included in the prices for the various items listed on the Bid Schedule.

BIDDER:

DATE:

BY:

(Signature) TITLE:

ADDRESS:

CITY:

STATE:

ZIP CODE:

TELEPHONE NUMBER:

BID BOND

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

as Principal, and _____

as Surety, are hereby held and firmly bound unto City of Chattanooga, Tennessee, as Owner in the penal sum of five percent of the total bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to City of Chattanooga, Tennessee, a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of **Contract Number L-##-###-###**,

CONTRACT NAME.

NOW, THEREFORE,

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

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

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

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL:

By _____

Name _____
(Please Type)

Title _____

(SEAL)

SURETY:

By _____

Name _____
(Please Type)

Title _____

WITNESS:

Name _____
(Please Type)

(SEAL)

Title _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address: _____

-
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes____ No____
 2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes____ No____
 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes____ No____
 4. If answer to Item 3 is "No," please explain in detail below.

Certification -- The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (Please Type)

Signature

Date

END OF DOCUMENT

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to or been directed not to complete any work awarded to you? If so, where and why, and which project?
9. Have you ever defaulted on a contract? If so, where and why and which project?
10. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. (See form 00400-(2))
11. List your major equipment available for this contract.
12. List experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including officers.

14. Credit available: \$_____

15. Give bank reference: _____

16. Will you, upon request, submit a detailed financial statement and furnish any other information that may be required by the City of Chattanooga?

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Chattanooga in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Bidder

By _____

Title _____

State of _____

County of _____

_____ being duly sworn deposes and says that he is
_____ of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

(SEAL)

My Commission Expires:

(Date)

END OF DOCUMENT

STATEMENT OF REFERENCES

List three (3) projects constructed by your company within the last five (5) years that are of similar scope and size as this project.

Project 1: _____

Description: _____

Approximate Cost: _____ Completed: _____

Client or Owner Contact: _____

Title: _____ Phone: _____

Project 2: _____

Description: _____

Approximate Cost: _____ Completed: _____

Client or Owner Contact: _____

Title: _____ Phone: _____

Project 3: _____

Description: _____

Approximate Cost: _____ Completed: _____

Client or Owner Contact: _____

Title: _____ Phone: _____

END OF DOCUMENT

STATEMENT OF EQUIPMENT

I/We hereby, certify that all machinery and equipment necessary to perform the scope of work contained in these contract documents is either owned by me/us or that we have made arrangements to obtain the same from others. I/We further agree that I/we will furnish a complete list of equipment/machinery with kind/size/capacity/ownership, should the owner request the same.

Signed: _____

Name: _____

Title: _____

END OF DOCUMENT

PARTNERSHIP CERTIFICATE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20__, before me
personally appeared _____

known to me to be the person who executed the above instrument, who, being by
me first duly sworn, did depose and say that he is a general partner in the firm of

and that said firm consists of himself and _____

and that he executed the foregoing instrument on behalf of said firm for the uses
and purposes stated therein, and that no one except the above named members of
the firm have any financial interest whatsoever in said proposed contract.

Subscribed and sworn to before me, this _____ day of _____, 20__.

Notary Public

My Commission Expires:

END OF DOCUMENT

CORPORATE CERTIFICATE

I, _____, certify that I am the
Secretary of the corporation named as Contractor in the foregoing proposal; that
_____, who signed said
proposal in behalf of the Contractor was then _____ of
said corporation; that said proposal was duly signed for and in behalf of said
corporation by authority of its Board of Directors, and is within the scope of its
corporate powers; that said corporation is organized under the laws of the State of
_____.

This _____ day of _____, 20__.

(SEAL)

END OF DOCUMENT

Chapter No. 817 (HB0261/SB0377). "Iran Divestment Act" enacted.

Vendor Disclosure and Acknowledgement

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106.

(SIGNED) _____

(PRINTED NAME) _____

(BUSINESS NAME) _____

(DATE) _____

STATEMENT OF LICENSE CERTIFICATE

Each Contractor Bidding Shall Fill In and Sign the Following:

This is to certify that _____
has fully complied with all the requirements of Chapter No. 135, Public Acts of
1945 of the General Assembly of the State of Tennessee and House Bill No. 2180
(Public Chapter No. 822), known as the Contractors Licensing Act of 1976. The
Contractor's license number and other information outlined in the Information for
Bidders, expiration date, and that part of classification applying to the bid shall
appear on the envelope containing the bid; otherwise the bid will not be considered.

The State Board for Licensing General Contractors issued to _____

Certificate No. _____, which expires on _____, 20__.

Signed: _____

Name: _____

Title: _____

END OF DOCUMENT

JOINT VENTURE QUESTIONNAIRE

In the event a joint venture bid is submitted, the following questions shall be answered, submitted with the bid and signed by the owner, partner, officer, representative, or agent of each joint venturer.

1. What is the separate bonding capability of each member of the joint venture?
2. What other work is in progress by total contract dollar amount and percentage of completion for each joint venturer?
3. Are there any particular risks associated with this Contract which contributed to the decision to joint venture, and if so, what?
4. Has consideration been given to utilization of a subcontract as opposed to formation of a joint venture, and if so, why was the joint venture format chosen?
5. Has either member of the joint venture been separately awarded a contract by the City of Chattanooga, and if so, what was the most recent contract awarded to each?
6. What will be the contribution of each participant in the joint venture with respect to personnel, equipment, and other resources of each company allocated to this Contract?
7. What will be the specific contribution of each participant of the joint venture for the completion of work to be performed and material to be supplied under this Contract?
8. Will there be separate management for the joint venture? If not, which company will supervise, or how will the contract be supervised?
9. Why will the joint venture be more efficient than the possibility of both companies separately bidding and either company being awarded the contract separately?

10. Does the formation of the joint venture promote competition on this Contract, and if so, how?
11. Has the joint venture, or any participant therein, received any legal advice with respect to the antitrust implications of formation of a joint venture, and if so, from what attorneys?

_____	_____
Name of Joint Venturer	Name of Joint Venturer
By _____	By _____
Title _____	Title _____

State of _____

County of _____

_____ being duly sworn deposes and

says that he is _____ of _____

and _____ being duly sworn deposes and

says that he is _____ of _____

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(Date)

(SEAL)

END OF DOCUMENT

STATE OF _____)

COUNTY OF _____)

The undersigned, _____, having been
duly sworn, deposes and states as follows:

1. I am the (title) _____
(sole owner, a partner, president, secretary, etc.) of _____

(Name of Corporation) (Partnership) (Limited Partnership) (Joint Venture) which is a
_____ (Corporation) (Proprietorship)
(Partnership) (Limited Partnership) (Joint Venture) in good standing formed under the law of
_____ (State of Incorporation or formation),
hereinafter referred to as "bidder."
2. I am authorized to make this affidavit on behalf of said bidder, and I have personal knowledge
of the matters set forth herein.
3. On _____, 20____, said bidder is submitting a bid to the
City of Chattanooga for the above captioned contract. This bid was prepared under my
personal supervision and direction. During the preparation of the bid, I have taken affirmative
steps to inquire about the circumstances of the bid preparation in general and about any
contacts between or among this bidder and any other bidders or prospective bidders in
particular.

4. I am aware of the Federal and State laws including without limitation, the Sherman Act (15 U.S.C. 1) and the Tennessee antitrust laws (T.C.A. 47-25-101, et seq.), which make it illegal to agree to fix or rig bids or otherwise agree to restrain competition in bidding for contracts with the City of Chattanooga. I am aware in particular that violations of the Sherman Act are federal crimes punishable by a fine of up to \$1.0 million for a corporation, and a fine of up to \$100,000 for an individual or by imprisonment not exceeding three years, or both.
5. I hereby certify and attest that the bid identified in paragraph 3 is based solely upon the independent knowledge, expertise and business judgment of the bidder acting through its officers and agents and is not the product of, nor was it prepared in connection with, any contract, combination, conspiracy, understanding or collusion between or among any other bidder or prospective bidder on said contract.

Signature

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: (SEAL)

END OF DOCUMENT

STATE OF _____)

COUNTY OF _____)

The undersigned, _____, having been
duly sworn, deposes and states as follows:

1. I am the (title) _____
(sole owner, a partner, president, secretary, etc.) of _____

(Name of Corporation) (Partnership) (Limited Partnership) (Joint Venture) which is a
_____ (Corporation) (Proprietorship)
(Partnership) (Limited Partnership) (Joint Venture) in good standing formed under the law of
_____ (State of Incorporation or formation),
hereinafter referred to as "subcontractor."
2. I am authorized to make this affidavit on behalf of said subcontractor, and I have personal
knowledge of the matters set forth herein.
3. On _____, 20__, said subcontractor is submitting a bid
to the City of Chattanooga for the above captioned contract. This bid was prepared under my
personal supervision and direction. During the preparation of the bid, I have taken affirmative
steps to inquire about the circumstances of the bid preparation in general and any other
subcontractor or prospective subcontractors in particular.

SECTION 00486

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is _____ I hold the principal office of

_____ for _____
(Name of Principal Office) (Name of Bidding Entity)

2. _____ has submitted a bid to the
(Name of Bidding Entity)

City of Chattanooga for the construction of Contract #17-CP552, CONTRACT NUMBER .

3. _____ employs more than five (5) employees.
(Name of Bidding Entity)

4. In accordance with Tenn. Code Ann. §50-9-113, this is to certify that

_____ has in effect at the time of its submission of
(Name of Bidding Entity)

a bid to perform the construction of the City of Chattanooga project identified above,
a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.

5. This affidavit is made on personal knowledge.

Further the affiant saith not this _____ day of _____, 20__.

Signature

Subscribed and sworn to before me this _____ day of _____.

Notary Public

My Commission Expires:

(Date)

(SEAL)

END OF DOCUMENT

CONTRACT

ARTICLES OF AGREEMENT entered into this _____ day of _____, 20__, between the CITY OF CHATTANOOGA, TENNESSEE, hereinafter called the City, and _____, Contractor, of the City of Chattanooga, State of Tennessee, hereinafter called the Contractor.

ARTICLE I. The Contractor hereby contracts and agrees to furnish all supervision, labor, materials and equipment and execute in a thorough and workmanlike manner, complete in every respect, in accordance with the Drawings, Specifications and other Contract Documents made therefor and hereto attached, and to the satisfaction of the City of Chattanooga, or its successor, all of the Work shown, specified and otherwise required in these contract documents, to-wit:

#17-CP552 CONTRACT NAME

ARTICLE II. The prices shown in the Bid Schedule shall be the amount of the compensation to the Contractor for the proper and satisfactory completion of the work specified herein, including all contingencies, in full conformity with the Contract Documents. This compensation shall be full payment for the performance of the work and the furnishing of labor, materials, transportation, supplies, tools, equipment, taxes, employee benefits, incidentals, services, and other items necessary or convenient for completion of the work in a satisfactory and acceptable manner, and within the intent of these Contract Documents.

ARTICLE III. The Contractor agrees that he has informed himself fully of the conditions relating to the construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor.

ARTICLE IV. All work and material required under this Contract shall be in such quantities, kinds and qualities, and in such places, and of such dimensions and forms as may be designated by the plans and specifications, or by the working plans provided by the Engineer.

ARTICLE V. The purchase of all materials, the delivery of same, and all incidental expenses which may arise during the construction and finishing of said work above specified, shall be at the sole cost and expense of the Contractor.

ARTICLE VI. All materials which the said Contractor may procure or deliver upon or in the vicinity of said work herein specified to be incorporated in and become a part of said improvement, shall, from the time of such procurement or delivery become the property of the City of Chattanooga, except any surplus which shall remain over the final completion of this Contract.

ARTICLE VII. The Contractor hereunder contracts and agrees to complete the whole of the work contemplated in this Contract in _____ (##) calendar days. Time of the completion of the work is the essence of the Contract, and the Contractor is prepared to make completion of the work in such quantity and on such dates as are herein specified, and the parties having agreed, after estimates, that the sum of **Five Hundred dollars and no cents (\$500.00)** per day would be liquidated damages in case of the Contractor's failure to perform, now, therefore, the

aforementioned sum per day, not as a penalty but to be considered and taken as liquidated damages suffered by the City of each day's delay in completion of this Contract.

ARTICLE VIII. It is agreed that the Contractor will not assign, transfer, or sublet the said work or any part thereof without the written consent of the City of Chattanooga.

ARTICLE IX. Estimates shall be made every thirty (30) days during the progress of the work by the Contractor and submitted to the Engineer for his approval. When, in the Engineer's judgment, the estimate shall represent a fair value of such work done in accordance with the provisions of this contract, the Contractor shall be paid ninety-five (95%) percent with five (5%) percent being retained as collateral security, said five (5%) percent to be paid within ninety (90) days after completion of such work or within ninety (90) days after substantial completion of the project for work completed, whichever occurs first.

ARTICLE X. An omission to disapprove the work badly done, at the time of a monthly or other estimate, by the Engineer shall not be construed into an acceptance of any defective work.

All documents bound herein and all other documents not bound herein but given to Contractor in connection with the work shall be and are hereby made a part of this contract. These contract documents shall include, but not be limited to, the following: the Contract, Advertisement for Bids, Instructions to Bidders, Bid Proposal and Proposal Documents, Bid Bond, Performance Bond, Payment Bond, Certificates, General Provisions, Supplementary General Provisions, Specifications, Drawings, Addenda, Change Orders, Notice to Proceed, and Specifications, Drawings, and Engineering Data furnished to the Contractor.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Attest:

CITY OF CHATTANOOGA

City Finance Officer

By: _____
Public Works Administrator

CONTRACTOR

Name

Attest:

By: _____

Title

CITY FINANCE OFFICER'S CERTIFICATE

I do hereby certify that the funds required to be paid by the City under this contract have been appropriated or a loan authorized and have been encumbered and will be available as needed for payment.

This _____ day of _____, 20__.

City Finance Officer

CITY ATTORNEY'S APPROVAL

This contract approved as to form and legality this the ____ day of _____, 20__.

City Attorney

END OF DOCUMENT

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____, a
Name and Address of Contractor

_____ of the State of _____,
Corporation, Partnership, or Individual

the "Principal," and _____
Name and Address of Surety

_____, the "Surety," are held and firmly bound unto the
City of Chattanooga, Tennessee (the "Owner") existing under and by virtue of the laws of
the State of Tennessee, The Engineer, and their agents and employees in the sum of

_____ (\$_____)

of the United States, for the payment of which sum in lawful money of the United States
well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators,
successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of
_____, 20__, which is by reference incorporated in and made a part
hereof as fully as if copied here verbatim, for the following work:

E-17-004-201
King Street Parking Lot

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the terms and conditions of the Contract (which includes the Drawings, Specifications, and Contract Documents) and such alterations as may be made in said contract as the documents therein provide for, during the original term thereof and any extensions thereof which may be granted by the Owner, with or without notice to Surety, and during the one-year warranty period, and if Principal shall satisfy all claims and demands and shall fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer, and their agents and employees against and from all costs, expenses, damages, injury, or conduct, want of care, skill, negligence, or default, including compliance with performance guarantees and patent infringement by the Principal, then this obligation shall be void; otherwise, Principal and Surety jointly and severally agree to pay to Owner any difference between the sum to which the Principal would be entitled on completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, together with any damages, direct or indirect, or consequential, which Owner may sustain on account of such work, or on account of the failure of the Principal to keep and execute all provisions of the Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that if the Principal shall keep and perform its agreement to repair or replace defective work or equipment during the warranty period of one (1) year as provided, then this paragraph shall be void; but if default shall be made by Principal in the performance of its contract to so repair or replace said work, then this paragraph shall be in effect and Owner shall have and recover from Principal and its Surety damages for all defective conditions arising by reason of defective materials, work, or labor performed by or on the account of Principal and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation therein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time; and to fully indemnify, protect, defend, save and hold harmless the Owner, the Engineer, and their agents and employees for any damages it may be caused to pay on account of injury to person, loss of life or damage to property.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the contract, the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL:

By _____

Name _____
(Please Print or Type)

Title _____

ATTEST:

Name _____
(Please Print or Type)

(SEAL)

Title _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SURETY:

By _____

Name _____
(Please Print or Type)

Title _____

WITNESS:

Name _____
(Please Print or Type)

(SEAL)

Title _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

_____, a
Name and Address of Contractor

_____, of the State of _____,
Corporation, Partnership, or Individual

the "Principal," and _____
Name and Address of Surety

_____, the "Surety," are held and firmly bound unto
the City of Chattanooga, Tennessee (the "Owner") existing under and by virtue of the laws
of the State of Tennessee, in the sum of _____

(\$_____) in lawful money of the United States, for the payment of which
sum in lawful money of the United States well and truly to be made we do hereby bind
ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of _____, 20____,
which is by reference incorporated in and made a part hereof as fully as if copied here
verbatim, for the following work:

E-17-004-201
King Street Parking Lot

NOW, THEREFORE, if the Principal shall fully pay for all the labor and materials used by said Principal or any immediate or remote subcontractor or furnisher of labor or materials under him in the performance of the work in lawful money of the United States as the same shall become due, including all amounts due for materials, lubricants, oil, gasoline, electricity, coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection with performance of the work and all insurance premiums and other charges incurred under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Principal and Surety further bind themselves, their heirs, executors, administrators, and assigns, jointly and severally, that they shall promptly make payments of all taxes, licenses, assessments, contributions, penalties, and interest thereon, when, and if, the same may be lawfully due the State of Tennessee or any County, Municipality, or political subdivision thereof by reason of and directly connected with the performance of the Contract, or any part thereof.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the contract, the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL:

By _____

Name _____
(Please Print or Type)

Title _____

ATTEST:

Name _____
(Please Print or Type)

(SEAL)

Title _____

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

SURETY:

By _____

Name _____
(Please Print or Type)

Title _____

WITNESS:

Name _____
(Please Print or Type)

(SEAL)

Title _____

Note: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF DOCUMENT



**CITY OF CHATTANOOGA
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

Development Resource Center
1250 Market Street, Suite 2100
Chattanooga, TN 37402
Phone: (423) 643-6033
Fax: (423) 643-6027

CHANGE ORDER

Contract No.: _____
Contractor: _____
Project Name: _____

Change Order No.: _____
Date: _____
Council Res. #'s: _____
(Attach Copies)
Purchase Order # _____

Check Reason for Change Order

- ☐ Error/Omission
☐ Field Condition
☐ Field Dispute Settlement
☐ Owner Request
☐ Value Engineering
☐ Other: _____

Contract Days Changed: _____

Revised Completion Date: _____

Original Contract Amount \$ _____
Net Change by Previous C.O.s \$ _____
Contract Amount Prior to this C.O. \$ _____
Total Amount of this C.O. \$ _____
NEW CONTRACT AMOUNT \$ _____

Description / Justification (Add more pages if necessary)

The terms and conditions of this Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced herein, including but not limited to, all delay and impact costs for the entire Project resulting from this Change Order. Except as amended herein, all provisions of the Contract remain in full force and effect.

APPROVALS

CONTRACTOR		ENGINEER / ARCHITECT	
Signature	Date	Signature	Date
CITY PROJECT MANAGER		CITY ENGINEER	
Signature	Date	Signature	Date
ADMINISTRATOR OF PUBLIC WORKS		CITY FINANCE OFFICER	
Signature	Date	Signature	Date



CR# _____
Date Issued: _____
PO#: _____

CHANGE REQUEST FORM (CRF)

City Contract No. _____
Project Name: _____
Engineer: _____
Contractor: _____

Requested By: _____
Drawing: _____
Problem Desc: _____

Revised Scope Description/Details

Contractor Acknowledgement: <input type="checkbox"/> No Change in Contract Amount is required. <input type="checkbox"/> No Change in Contract Time is required.		<input type="checkbox"/> A Change in Contract Amount is required: _____ <input type="checkbox"/> A Change in Contract Time is required: _____ days	
_____ Architect / Engineer / Inspector / RPR		_____ Contractor	
Change in Contract Amount is within the Contingency Amount authorized under Resolution No. _____ <input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____ Engineer / Architect Project Manager		Proceed with Execution <input type="checkbox"/> Yes <input type="checkbox"/> No _____ _____ City Project Manager	

Distribution: City Engineer; Central Files

CERTIFICATE OF PROPERTY RESTORATION
(To be obtained by City Personnel)

Project _____ Date _____

Contractor _____

Property Owner _____

Property Address _____

The contractor for this project has cleaned up and restored my property to my satisfaction where the property was disturbed during construction.

- ☐ I agree
- ☐ I do not agree (please explain below)

_____ Property Owner	_____ Date
_____ Witness	_____ Date

Please explain why you do not agree:

Note: A copy will be forwarded to the Contractor if the Property Owner is not satisfied with the restoration for further action.

END OF DOCUMENT

CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract No. _____ Engineer's Project No. _____

Project _____

Contractor _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all Work under the Contract documents or to the following specified parts thereof:

To _____
Owner

And To _____
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR AND ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within _____ days of the above date of Substantial Completion.

Recommended by _____
Engineer/Architect Date

Recommended by _____
Project Manager Date

END OF DOCUMENT

GENERAL PROVISIONS

SECTION 1. DEFINITION OF TERMS

- 1.1 Definitions. Wherever the words, forms or phrases defined or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document, or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be construed and interpreted as set forth in this section.
- 1.2 Addenda. Any change in specifications after advertisement for bids which modify or interpret the contract documents, drawings or specifications by additions, deletions, clarifications, or modifications. After issuance, any addenda shall become a part of the specifications, as much as though fully contained therein.
- 1.3 Administrator. The Administrator of the Department of the City of Chattanooga under whose general administration and observation this contract is being performed.
- 1.4 Award. The formal acceptance of the proposal of the lowest responsible bidder by the City Council, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and following such other conditions as may be specified or otherwise required by law.
- 1.5 Bid. The offer or proposal of the Bidder submitted on the prescribed Bid Proposal Form setting forth the Contract Price(s) for the work to be performed under these Contract Documents.
- 1.6 Bonds. Bid, Performance, and Payment Bonds and other instruments of security to be furnished by the contractor in accordance with the Contract Documents.
- 1.7 Change Order. A written agreement, executed by the City, the Contractor, the Engineer and the Architect authorizing an addition, deletion, or revision of the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or the contract time. This "change order" becomes a part of the contract when properly executed and approved.
- 1.8 City. The City of Chattanooga, Tennessee.
- 1.9 City Attorney. The person duly authorized by the City to act in the capacity of City Attorney, his authorized designee, or special counsel to the City, acting severally within the scope of the particular duties entrusted to them.
- 1.10 Contract. The written agreement between the City and the Contractor for the performance of the work in accordance with the requirements of the Contract Documents, and for the payment of the agreed consideration therefore. Whenever, in any portion of the Contract Documents, a requirement of the Contract is stated, it shall be interpreted to mean a requirement of the Contract Documents as defined herein, unless the context indicates the more restricted definition of that portion of the Contract Documents which is captioned "Contract."

- 1.11 Contract Documents. The Contract, Advertisement for Bids, Instructions to Bidders, Bid Proposal and Proposal Documents, Bid Bond, Performance Bond, Payment Bond, Certificates, General Provisions, Supplementary General Provisions, Specifications, Drawings, Addenda, Change Orders, Notice to Proceed, and Specifications, Drawings and Engineering Data furnished by the Contractor and accepted by the Owner. Whenever, in any portion of the Contract Documents, the terms "plans and specifications" or "specifications" or "contract" or words of like import appear, they shall be interpreted to mean "Contract Documents" as defined herein unless the context indicates that a more restrictive designation of a particular portion of the Contract Documents is intended.
- 1.12 Contract Time. The number of calendar days allowed by these Contract Documents, including authorized time extensions, for the completion of the work sufficient to be accepted as substantially complete by the Owner. The Contract Time shall begin ten (10) days after the date of issuance of the Notice to Proceed.
- 1.13 Contractor. The person, firm, or corporation whose proposal is accepted by the Owner and who entered into a Contract with the Owner for performance of the work covered by and in conformance with these Contract Documents.
- 1.14 Engineer. The City Engineer (or when retained by the City, an Architect or consulting engineer) and his duly authorized assistants, observers, inspectors or administrators acting severally within the scope of the particular duties entrusted to them.
- 1.15 Inspector. An authorized representative of the Engineer assigned to make necessary observations of the work performed by the Contractor.
- 1.16 Multiple Awards. The City reserves the right to award more than one contract from a single solicitation. Multiple Awards are the formal acceptance by the City Council of the proposal of the lowest responsible bidder for each individual bid item, subject to the execution and approval of a satisfactory contract and the required bonds therefore, and following such other conditions as may be specified or otherwise required by law.
- 1.17 Owner. The City of Chattanooga, Tennessee.
- 1.18 Plan or Plans. All of the drawings pertaining to the contract showing the scope and characteristics of the work or a part thereof, including such supplementary drawings as the Engineer may issue in order to elucidate other drawings or for the purpose of showing the changes in the work or for showing details not shown thereon.
- 1.19 Shop Drawings. All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the Contractor, a Subcontractor, a Manufacturer, a Supplier, or a Distributor, which illustrate how specific portions of the work shall be fabricated or installed. Shop drawings may also mean detail drawings, working drawings, construction drawings, and engineering data.
- 1.20 Specifications. The written directions, provisions and requirements contained herein pertaining to the method and manner of performing the work or to the quantities or qualities of materials, equipment, construction systems, standards or workmanship to be furnished under the contract.

- 1.21 Special Provisions. The special clauses setting forth conditions or requirements peculiar to the specific project, supplementing the General Provisions and taking precedence over any condition or requirements of the General Provisions with which they are in conflict.
- 1.22 Subcontractor. The person, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for performing a part of the work covered by these Contract Documents at the site.
- 1.23 Substantial Completion. The date of completion of the work in conformance with the Contract Documents, as determined by the Owner or Engineer, when the project or a specified part thereof can be utilized for the purposes for which it is intended.
- 1.24 Supplemental General Provisions. Modifications to these standard General Conditions.
- 1.25 Surety or Sureties. The corporate body which is bound by such bonds as are required with and for the contractor, and which engages to be responsible for the entire and satisfactory fulfillment of the contract and for any and all requirements as set out in the specifications, contract or plans.
- 1.26 The Work. The Work, including the furnishing of labor, materials, tools, and incidentals, necessary or required to complete the improvement in conformity with the directions, provisions and requirements of the specifications, limitations and conditions of the contract and in accordance with the intent of the plans.
- 1.27 Working Day. Any day, other than a legal holiday or Sunday, on which the approximate normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the work, unless work be suspended for causes beyond the contractor control.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

- 2.1 Contents of Proposal Form. The City will furnish bidders with proposal forms which will state the general location and description of the contemplated work.
- 2.2 Interpretation of Estimate. The quantities of the work and materials shown on the proposal form or on the plans are believed to approximately represent the work to be performed and materials to be furnished and are to be used for comparison of bids. Payment to the contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased or portions of the work omitted as hereinafter provided without in any way invalidating the bid prices. When the Bid Proposal Form contains the provision for receiving bids based on a lump sum price, the Contractor shall be held responsible for having prepared his own estimate of the quantities necessary for the satisfactory completion of the work specified in these Contract Documents and for having based the lump sum price bid on his estimate of quantities.
- 2.3 Examination of Documents and Site of the Work. Bidders are advised that the plans, specifications, estimates, addenda and bulletins of the Engineer shall constitute all the information which the City will furnish. No other information given by the City or any official thereof, prior to the execution of the contract shall ever become a part of or change

the contract, plans, specifications or estimates or be binding upon the City. Bidders are required, prior to submitting any proposal, to read carefully the specifications, the proposal, and other contract documents; to examine carefully all estimates open for examination and all plans on file in the Engineer's office; to visit the site of the work, to examine carefully local conditions; to inform themselves by their independent research of the difficulties to be encountered and judge for themselves the accessibility of the work and all attending circumstances affecting the cost of doing the work or the time required for its completion and obtain all information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigation and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal will be evident that the bidder has made the examination and investigations required herein.

- 2.4 Preparation of Proposal. The bidder shall submit his proposal on the forms furnished by the City with all blank spaces in the proposal form correctly filled in. Bid prices shall be either typed or legibly written with ink, both in words and in numerals, for which it is proposed to do the work contemplated or furnish the materials required. In case of conflict between words and numerals, the words will govern. Proposals shall be submitted in a sealed envelope which has the completed "Contractor's Identification" form securely attached thereto.
- 2.5 Proposal Guaranty. Proposals will not be considered unless accompanied by a certified or cashier's check on a duly organized bank payable to the order of the City of Chattanooga, Tennessee, or bidding bond made by some bonding company authorized to transact business in the State of Tennessee, for a sum of not less than five percent of the total amount of the bid. The proposal guaranty is required as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will execute the contract and furnish the required bonds within ten (10) days after the award.
- 2.6 Filing of Proposal. No proposals will be considered by the City unless they are filed in sealed envelopes with the City within the time limit for receiving proposals as stated in the advertisement and shall be made on proposal forms attached to Specifications, together with the Contract Documents, Bid Bond, and Statement of Compliance with General Contractors Licensing Law and other required miscellaneous forms, all of which are to be sealed in an envelope addressed to the City of Chattanooga, Tennessee, with the completed "Contractor's Identification" form securely attached thereto.

Each proposal must contain the full name and address of each person, firm or corporation interested therein. In case of a partnership, the name and address of each partner must be stated. The firm, corporation or individual name of the bidder must be signed in the space provided for the signature on the proposal blank. In case of a corporation, the title of the officer signing must be stated, and the person signing shall also state under the laws of what State the corporation was chartered and the names and titles of the officers having authority, under the by-laws, to sign contracts. The proposal shall also be attested by its Secretary. In case of a partnership or firm, the signature of at least one of the partners must follow the firm name.

- 2.7 Withdrawal of Proposal. Permission will not be granted to withdraw or modify any proposal after it has been filed and before time set for opening of proposals. Requests for non-consideration must be made in writing addressed to and filed with the City before the

time set for opening the proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested will be returned unopened.

- 2.8 Opening of Proposals. The proposals filed with the City will be opened at the time stated in the advertisement. Bidders are invited to attend the meeting at the time set for opening of proposals, at which time they should make any protests as to procedure followed in inviting bids.
- 2.9 Irregular Proposals. Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive technicalities and make the award in the best interest of the City.
- 2.10 Rejection of Proposals. The City reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation.
- 2.11 Disqualification of Bidders. Bidders may be disqualified and their proposal not considered for any of the following specific reasons:
- (a) Failure to complete and sign any of the following forms:
Equipment Statement
State License Certificate
Proposal
Affidavit of No Collusion by Bidder
 - (b) Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect.
 - (c) Where the bidder is in arrears on any existing contracts, interested in any litigation against the City or having defaulted on a previous contract.
 - (d) A failure to have adequate equipment.
 - (e) Uncompleted work which in the judgment of the City will hinder or prevent prompt completion of additional work, if awarded.

Nothing herein shall be deemed to limit the discretion of the City to determine whether or not a bidder not hereby disqualified is the lowest responsible bidder.

- 2.12 Conditions Precedent to Award of Contracts. The following stipulations shall all and severally be conditions precedent to the award by the City of Chattanooga of all contracts for construction, to-wit:
- (a) No member of the City Council nor any officer, director or other person whose duty it is to vote for, let out, overlook or in any manner superintend this contract and who is related to said member within the third degree by either consanguinity or affinity, nor any other official who may be directly interested in this contract or work of any kind whatsoever under its direction. "Directly interested" means any contract with the official himself or with any business in which the official is the sole proprietor, a

partner, or the person having the controlling interest. "Controlling interest" shall include the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation.

- (b) It shall not be lawful for any officer, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which the City shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges his interest and rescues himself from any of his duties which include the consideration of, voting on, letting out, overseeing, or superintending the work or contract giving rise to the conflict. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county. (See T.C.A. Section 12-4-101, et seq.)
- (c) The essence of all the contracts shall be excellence of quality, integrity and durability of the completed product as specified; and the contractor hereunder shall be held responsible therefor.
- (d) The contractor shall maintain and guarantee the integrity of the completed work for a full period of one year after the completion as set forth more fully in Section 4 of these General Provisions.
- (e) The decisions of the Engineer, as to quality, integrity and durability of the work shall be final and conclusive as to all parties to said contract, whether it be directly by and between the contractor and said City or by and between him and another party; and said Engineer shall have full authority to condemn by written notice to contractor, or his agent or foreman on job, and shall order the removal, reconstruction and restoration of all work that in his opinion, is in any respect inferior, defective or faulty, or that shows signs of disintegration and failure, at any time before final estimate is issued and payment made therefor, or within a period of one year after the completion and acceptance thereof in writing by the City.
- (f) Contractor shall remove, reconstruct and restore all such condemned work in full conformance with the specifications, and in complete compliance with the requirements of the official notice, in writing, of said Engineer relating thereto, and within the period of time designated in the notice.

Should the contractor neglect, refuse, or fail to remove, reconstruct and restore all of the defective work so condemned and rejected, within the period of time, as required by said official notice, then and in event of such failure on contractor's part, whether said work was executed by contract directly with the City or by private contract directly with other parties, the City of Chattanooga will look to and require, respectively, the surety on the Performance Bond, executed by the contractor under contract directly with said City, to make good and have all such defective and condemned work removed, reconstructed and restored in complete compliance with the requirements of the official notice of said Engineer to that effect; and likewise, in the event that such work was done under private contract, as aforesaid, the City of Chattanooga will look to and require the surety on the Performance Bond executed by said contractor to make good and have all such defective and condemned work removed, reconstructed and

restored in complete compliance with the requirements of the official notice of said Engineer to that effect, in each instance as the case may be.

- (g) The unit price bid by the contractor for any and all work and the compensation to be paid therefore shall cover and include the cost of all materials, forms, supports, labor, work and things necessary for a complete workmanlike job, and shall also include the cost of all services, duties and obligations of said contractor and of the corresponding surety on the Performance Bond collateral therewith as stipulated in subsections above set out, to the satisfaction and approval of the Engineer.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

- 3.1 Consideration of Proposal. After the proposals are opened, the unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the contract, the City reserves the right to reject any and/or all proposals, to waive technicalities; and to advertise for new proposals or to have the improvements done by said City.
- 3.2 Award of Contract. The City acting by and through the City Council will either award the contract or reject all proposals received thereon after the formal opening of proposals and evaluation of the bids.

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with the requirements of the City.

Projects will be awarded only to responsible bidders, and an award will not be made in any case, until all necessary investigations have been made into the responsibility of the low bidder.

If the project is funded in part by a state or federal grant, then the award may be subject to the concurrence of the granting contract agency.

All references to contract include each to be awarded where multiple awards are made.

- 3.3 Return of Proposal Guaranty. As soon as the proposal prices have been compared, the Engineer may, in his discretion, return the proposal guaranties accompanying those proposals which in his judgment would not be considered in making the award. After the award is made, only each successful bidder's proposal will be retained until the required contract and bonds have been executed, after which it will be returned to the bidder.
- 3.4 Surety Bonds. With the execution and delivery of the contract, the contractor shall furnish and file with the City in the amount herein required, the following bonds which must be approved by the City Attorney.

A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract, guaranteeing the full and faithful execution of the work and performance of the contract according to its terms, which bond shall remain in effect for twelve (12) months after the completion of the work.

A good and sufficient Payment Bond in an amount equal to one hundred (100%) percent of the total amount of the contract, guaranteeing full payment for all of the labor and materials used in the performance of the work and all other charges incurred under this contract.

No surety will be accepted who is now in default or delinquent on any bond. All bonds shall be executed by surety companies licensed to do business in the State of Tennessee and acceptable to the City Attorney, and in the event the contract is funded in part by federal or state grants, then said bonds must also be satisfactory to the granting agency. Each bond shall be executed by the contractor and the surety.

Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the contractor to that effect and the contractor shall forthwith substitute a new surety or sureties satisfactory to the City Attorney. No payment will be made under the contract until the new surety or sureties, as required, have qualified and been accepted by the City Attorney.

- 3.5 Execution of Contract. The contract shall be made in the name of the City of Chattanooga, and shall be executed on behalf of the City by the Administrator following approval by the City Council.
- 3.6 Failure to Execute Contract. Upon failure of the bidder to execute the required bonds or to sign the required contract within ten (10) days after the contract is awarded, he will be considered to have abandoned his proposal and the City may annul the award. By reason of the uncertainty of market prices of materials and labor, and it being impracticable and extremely difficult to fix the amount of damages to which the City would be put by reason of said bidder's failure to execute said bonds and contract within ten (10) days, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the City will suffer by reason of such failure on the part of the bidder and shall thereupon immediately be forfeited to the City. The filing of a proposal will be considered as an acceptance of this provision.

SECTION 4. SCOPE OF WORK.

- 4.1 Intent of Contract Documents. The intent of the contract documents including the plans and specifications is to prescribe a complete work or improvement which the Contractor undertakes to do, in full compliance with the contract documents. The Contractor shall do all the work as provided in the plans, specifications, proposal and contract and shall do such additional, extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. He shall furnish all labor, materials, products, supplies, tools, equipment and incidentals necessary to the prosecution of the work.

The Contractor shall provide all work and materials not shown in detail but necessary for completion of the project as indicated or specified including a proper and suitable foundation preparation, base or support and a reasonable finish consistent with adjacent work which is shown or specified. The Contractor shall make plural and complete all work which, to avoid needless repetition or for the sake of brevity, has been shown singly or partially indicated. The Contractor shall follow the drawings and execute all work in strict accordance therewith and with the kind and quality of materials indicated and specified. Materials or work described in words which, when so applied, have a well-known technical

or trade meaning shall be held to refer to such recognized standards. Any deviation from the Drawings, Specifications, and other Contract Documents which may be required by the exigencies of construction, shall in all cases conform to the written instruction of the Engineer. The applicable provisions of the Contract Documents shall apply with equal force to all work, including extra work, performed under these Contract Documents, whether performed either directly by the Contractor or by any Subcontractor.

- 4.2 Special Provisions. Should any work or any condition which is not thoroughly or satisfactorily stipulated or covered by the Standard Specifications be anticipated on any proposed work, "Special Provisions" for such work may be prepared and shall be considered as a part of the specifications and contract, the same as though contained fully therein.
- 4.3 Increase or Decrease Quantities. The City shall have the right to increase or decrease the amount of work to be done under these Contract Documents at any time or times during the life of the Contract, when and, as found necessary and the Contractor shall perform the work as altered, increased or decreased at the contract unit price. The City shall have the right to delete any bid item in its entirety.

Any such changes will be set forth in a Change Order which will specify, in addition to the work to be done in connection with the changes made, adjustment of contract time, if any, and the basis of compensation for such work, if any. A Change Order will not become effective until approved by the City. After approval, the Change Order will become a part of the Contract Documents.

- 4.4 Alterations of Plans and Specifications. The City reserves the right, at any time, to make such changes in the plans and the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the contract.
- 4.5 Extra Work. When any work is necessary to the proper completion of the project of which no prices are provided in the proposal or contract, the Contractor shall do such work, but only when and as ordered by the Engineer. Payment for the extra work will be made as hereinafter provided.

Extra work is defined as: (1) that additional work of a different character or function or for that work for which no basis of payment is prescribed in these Contract Documents; such as a lump sum contract, or (2) that work involving revisions of the details of the work in such manner as to render inequitable payment under items upon which the Contractor bid; or (3) that additional work of a similar nature and character as that done under the unit prices named in these Contract Documents. (See para. 8.9 of this Section)

No claim for extra work will be considered unless said extra work was ordered in writing as aforesaid, and the claim presented in writing to the Engineer within 30 days after receipt by the Contractor of the written order to perform said extra work.

If the performance of the extra work results in additional time being required by the Contractor to complete the work covered by these Contract Documents, said Change Order will provide for an equitable extension in the contract time.

- 4.6 Final Cleaning Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, stumps or portions of trees and debris of any kind. He shall leave the site of the work in a neat and orderly condition and shall obtain a signed release from the owners of private property upon which the work has been done. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the Engineer.

- 4.7 Maintenance of the Work. The Contractor shall maintain the work during construction and until the work is accepted. The notice of final acceptance by the City shall also notify him that he is relieved of the maintenance except as otherwise provided in Section 4.8. Portions of the work shall be opened for use by the City or the general public, and this shall not be interpreted to mean that the Contractor is relieved of maintenance.

All costs of maintenance work during construction and before the work is finally accepted shall be included in the Contract Price bid for the work, and the Contractor will not be paid any additional amount for maintenance work.

- 4.8 Maintenance of the Work After Completion. The Contractor shall maintain and keep in good repair the work covered by these Contract Documents for a period of one (1) year from the date of acceptance by the City. The Contractor shall promptly (a) perform all necessary work, (b) repair or replace all defective materials or products, and (c) correct any defective condition resulting from defective materials, products, work, or labor performed by the Contractor under these Contract Documents which may appear or be discovered during said period. It is further understood and agreed that the Contractor shall fully indemnify, protect, defend, save and hold harmless the City, the Engineer, and their agents and employees from all liabilities on account of injury to persons, loss of life, or damage to property resulting from said defective conditions or failure to promptly correct said defective conditions.

The Contractor will not be required to perform any routine maintenance, repairs resulting from normal wear and tear, or repairs necessary due to acts of the City, its employees, or agents.

- 4.9 Guarantee. The Contractor shall guarantee the equipment, materials, products, and workmanship furnished under these Contract Documents to be as specified and to be free from defects for a period of one year after the date of final acceptance by the City. In addition, the equipment furnished by the Contractor shall be guaranteed to be free from defects in design.

Upon notification, the Contractor shall promptly make all adjustments, repairs, or replacements which, in the opinion of the Engineer or the City, arose out of defects and became necessary during the guarantee period.

The cost of all materials, parts, labor, transportation, supervision, special tools, and supplies required for replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the Surety.

This guarantee shall be extended to cover all repairs and replacements furnished under the guarantee, and the period of the guarantee for each such repair or replacement shall be one year after installation or completion of said repair or replacement.

If within ten (10) days after the City has notified the Contractor of a defect, failure, or abnormality in the work, the Contractor has not started to make the necessary repairs or adjustments, or if the Contractor fails to complete the repairs or adjustments in a timely and satisfactory manner, it is understood and agreed that the City is hereby authorized to make the repairs or adjustments or to order the work to be done by a third party, the cost of the work to be paid by the Contractor or by the Surety.

In the event of an emergency that occurs when the Contractor or his representative cannot be immediately contacted, and where the emergency is such that, in the sole judgment of the City, delay could cause serious loss or damage or presents an imminent hazard to others, repairs or adjustments may be made by the City, or a third party chosen by the City, without advance notice to the Contractor, and the cost of the work shall be paid by the Contractor or by the Surety.

SECTION 5. CONTROL OF WORK AND MATERIALS.

- 5.1 Authority of the Engineer. The Engineer shall administer the Contract. All work shall be done to the satisfaction of the Engineer. The Engineer shall consult with the Architect or other Project Engineer when appropriate, and the Engineer shall decide all questions which arise as to quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of construction, interpretation of plans and specifications, acceptable fulfillment of the contract, compensation and suspension of work. He shall determine the amount and quality of work performed and materials furnished, and his decision and estimates shall be final.

The Contractor may request and shall receive written instructions from the Engineer upon any important item.

- 5.2 Conformity With Plans; Allowable Deviations. All work shall conform to the lines, grades, cross-sections and dimensions shown on the plans. Any deviation from the plan which may be required by the exigencies of construction will be determined by the Engineer and authorized by him in writing.
- 5.3 Coordination and Interpretation of Contract Documents. The parts of the Contract Documents are complementary, each part being an essential part of these Contract Documents which are intended to describe and provide for a complete work. A requirement occurring in one is as binding as though occurring in all.

The Contractor shall carefully study and compare all Drawings, Specifications, and other instructions; shall test all figures on the Drawings before laying out the work; shall notify the Engineer of all errors, inconsistencies, or omissions which he may discover; and shall obtain specific instructions before proceeding with the work. The Contractor shall not take

advantage of any error or omission which may be found in the Drawings or other Contract Documents. The Engineer will make such corrections therein and interpretations thereof as he may deem necessary for the fulfillment of the intent of the Contract Documents, and his interpretations shall be final. The Contractor shall be responsible for all errors in construction which could have been avoided by such examination and notification and shall correct at his own expense all work improperly constructed through failure to notify the Engineer and request specific instruction.

In case of unresolved conflict between items of the Contract Documents, the following order of precedence shall govern, with the higher item taking precedence over a lower item:

- Contract (including Supplemental Agreements and Change Orders thereto)
- Addenda
- Bid Proposal
- Supplementary General Provisions
- General Provisions
- General Conditions
- Specifications
- Governing Standard Specifications
- Schedules on Drawings
- Notes on Drawings
- Details on Drawings
- Large Scale Drawings
- Small Scale Drawings
- Dimensions Given in Figures
- Scaled Dimensions

In the event of any discrepancy between any drawing and the figure written thereon, the figures, unless obviously incorrect, shall be taken as correct.

When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the site, and the actual job dimensions shall take precedence over scale and figure dimensions on the Drawings.

Wherever a stock size of manufactured item or piece of equipment is specified by its nominal size, it shall be the responsibility of the Contractor to determine the actual space requirements for setting and for entrance to the setting space and to make all necessary allowances and adjustments therefor in his work without additional cost to the City.

- 5.4 Governing Standard Specifications. The Governing Standard Specifications specified herein shall be considered a part of these Specifications and other Contract Documents the same as if herein repeated.

All materials and other work and the prosecution and control of the work shall be in conformance with the applicable requirements of Governing Standard Specifications unless specifically modified or superseded in these Contract Documents. In case of conflict between the Governing Standard Specifications and other parts of these Contract Documents, these Specifications and other Contract Documents bound herein shall govern. All sections of Governing Standard Specifications relating to measurement and payment

shall not apply to the work specified herein. Where terms such as Engineer, Purchaser, City, Department, or other terms of similar import are used in the Governing Standard Specifications, it shall be understood that they will be appropriately interpreted to mean the City or the Engineer as specified herein.

Various Governing Standard Specifications referred to throughout these Contract Documents are frequently indexed by number and year (i.e., AWWA C110-71). When the year has not been designated or no year is associated with the referenced specification, the Governing Standard Specification in effect on the date of the Advertisement shall govern. Tentative specifications shall be construed as current unless otherwise noted. Where obsolete Federal Specifications have been referenced, they shall be superseded by the Federal Specification in effect on the date of the Advertisement.

All standard specifications, manuals, standard details, publications, or other standard items referred to in the Drawings or other Contract Documents shall be considered a part of these Contract Documents the same as if herein repeated.

- 5.5 Authority of the City Engineer. If the City has retained an Architect or consulting engineer to assist the City Engineer in administering the contract, then the authority of the City Engineer should be as specified herein. If the administration of the contract is performed by the City Engineer without having an Architect or consulting engineer, then the authority of the City Engineer shall be as specified in this section and the following section captioned "Authority of the Project Engineer." The general administration and observation of the performance and execution of the work under these Contract Documents is vested in the City Engineer. The detailed administration and observation of the performance and execution of the work is vested in the Project Engineer as set forth below.

The City Engineer may authorize a person to act as the City Engineer's authorized representative or agent in carrying out the duties specified in these Contract Documents. The instructions of the City Engineer, or authorized representative, shall be strictly and promptly followed in every case.

The City Engineer, or authorized representative, shall have authority to suspend operations at any time, without additional cost to the Owner, when the work, in the City Engineer's opinion, is not being carried out in conformity with the Drawings, Specifications, and other Contract Documents.

The City Engineer, or authorized representative, may appoint Inspectors as are necessary to observe the performance of the work under these Contract Documents and the amount, character, and quality of materials supplied.

- 5.6 Authority of the Project Engineer. The Project Engineer (severally referred to in the Contract documents simply as "Engineer") is an Architect, consulting engineer, or other person designated by the City to perform certain duties of the City, specified herein, as a duly authorized representative or agent of the City. When such specified duties are indicated herein to be performed by the "Engineer" or by the City's "authorized representative," said duties shall be performed by the Project Engineer acting for the City and solely as an agent or representative of the City. The City may specifically designate that other duties will be performed by the Project Engineer by notifying the Contractor and the Project Engineer that said duties will be performed by the Project Engineer.

The Project Engineer shall have free access to the materials and the work at all times for measuring or observing the same, and the Contractor shall afford him all necessary facilities and assistance for so doing. After written authorization to proceed with the work, the Project Engineer shall:

- 5.6.1 Make periodic visits to the site to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will appoint a Resident Project Representative and Inspectors to make periodic and timely on-site observations to check the quality and quantity of the work; he will not supervise the contractor's work; he will not act as foreman or superintendent for the Contractor, nor will he manage or interfere with management of the contractor's work; he will not be responsible for the techniques, construction means, methods, sequences or procedures, time of performance, or the safety precautions and programs incident thereto; and he will not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During such visits and on the basis of his on-site observations and professional judgment, the Project Engineer will keep the City informed of the progress of the work, will exercise reasonable care to guard the City against defect and deficiencies in the work of the Contractor, and will advise the City immediately verbally and by written notifications of any work he knows to be defective or not conforming to the requirements of these Contract Documents.
- 5.6.2 Review engineering data, samples, catalog data, schedules, shop drawings, laboratory, shop, and mill tests of materials and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by these Contract Documents; and assemble written guarantees which are required by these Contract Documents.
- 5.6.3 Advise and consult with the City during the performance of the work; and act as the City's representative to issue instructions of the City to the Contractor.
- 5.6.4 Based on his on-site observations and on his review of the Contractor's payment requests, determine the amount owed to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the City, based on such observations and review and the data comprising such requests, that the work has progressed to the point indicated and that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with these Contract Documents, subject to the results of any subsequent test called for in these Contract Documents and any qualifications stated in his approval.
- 5.6.5 Conduct, in company with the City, a final inspection of the project for conformance with the design concept of the project and compliance with the information given by these Contract Documents, and approve a Final Payment request.
- 5.6.6 Prepare and submit for the City's approval proposed change orders.

- 5.7 Authority and Duties of Resident Project Representative. The Resident Project Representative and Inspectors are authorized to observe all work done and materials furnished under these Contract Documents, but will not be on-site at all hours the work is in progress. Such observation will extend to all or to any part of the work and when appropriate to the preparation, fabrication, or manufacture of the materials or products to be incorporated in the work.

The authority and duties of the Resident Project Representative and Inspectors are to examine the materials and products furnished, observe the work done, call to the attention of the Contractor any deviation from these Contract Documents and report the results of the examinations and observations to the Engineer.

The Resident Project Representative and/or Inspectors will not be authorized to revoke, alter, enlarge, or relax any requirements of these Contract Documents, nor to approve or accept any portion of the work, nor will they be authorized to issue instructions contrary to these Contract Documents. They will in no case act as foremen nor will they interfere with management of the work.

- 5.8 Inspection. The Engineer and authorized representatives thereof shall be given every facility for ascertaining whether or not the work performed and materials used are in accordance with the requirements and intent of these Contract Documents.

Failure of the Engineer or authorized representatives during the progress of the work to discover defects or deficiencies in the work or to reject materials, products, or work not in accordance with these Contract Documents shall not be considered to relieve the Contractor, under any circumstances, from his obligations under these Contract Documents or the acceptance thereof or a waiver of defects therein; and payment to the Contractor or partial or entire occupancy by the City shall not be construed to be an acceptance of the work or materials which are not strictly in accordance with these Contract Documents.

Moreover, the undertaking of inspections by the Engineer or authorized representatives thereof shall not be construed as supervision of actual construction nor make the Engineer or authorized representative responsible for providing a safe place or safe conditions for the performance of work under the Contract by the Contractor, or Contractor's employees or those of Suppliers or Subcontractors, or for access, visits, use, work, travel, or occupancy by any person and the Contractor agrees to fully indemnify, protect, defend, save and hold harmless the City, the Engineer, and their agents and employees from all claims for damages for personal injury (including accidental death) and property damage which may arise from any operations under this contract, including claims by employees of the Contractor or of any Subcontractor or Supplier.

The payment of any compensation, irrespective of its character or form, or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the Contractor to any authorized representative of the City or Engineer is strictly prohibited, and any such act on the part of the Contractor will constitute a breach of the Contract.

Any advice or consultation offered to the Contractor by a representative of the City or Engineer shall not be construed as binding on the City or Engineer or as releasing the Contractor from fulfilling all the terms and conditions of these Contract Documents.

All materials and products shall be inspected before their use in the work, and the Contractor shall notify the Engineer in time to enable him to inspect any work or materials before being covered. The Contractor shall furnish necessary personnel and facilities for such inspection. The presence or absence of a representative of the Engineer shall not lessen or otherwise affect the responsibility of the Contractor to properly perform the work.

5.9 Additional Instructions and Detail Drawings. The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by these Contract Documents. The additional instructions and detail drawings furnished shall become a part of these Contract Documents. The Contractor shall perform the work in accordance with the additional instructions and detail drawings.

5.10 Review of Engineering Data. Engineering Data covering all equipment and fabricated products to be furnished under these Contract Documents shall be submitted to the Engineer for review. These data shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and operation of component materials and devices; the external connections, anchorages, and supports required; performance characteristics; and dimensions needed for installation and correlation with other materials and equipment. Data submitted shall include drawings showing essential details of any changes proposed by the Contractor and all required wiring and piping layouts.

At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the Engineering Data may have from the requirements of these Contract Documents.

The Engineer will review the engineering data submitted in a timely and expeditious manner, provided the data is submitted in accordance with these Contract Documents, is complete, and is suitable for his review.

Seven (7) copies of each drawing and necessary data shall be submitted to the Engineer. Each drawing or data sheet shall be clearly marked with the name of the project, the Contractor's name, and references to applicable specification paragraphs and drawing sheets. When catalog pages are submitted, the applicable items shall be identified. Each drawing or data sheet shall bear the Contractor's stamp of approval which shall be construed as certification that he has reviewed, checked, and approved the Engineering Data and that the data are in conformance with the requirements of these Contract Documents and that he has determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data required for preparation, accuracy, and sufficiency of the Engineering Data.

When the drawings and data are returned marked "NOT APPROVED," the corrections shall be made as noted thereon and as instructed by the Engineer and seven (7) corrected copies resubmitted.

Unless otherwise directed by the Engineer, when drawings and data are returned marked "APPROVED AS NOTED," the changes shall be made as noted thereon and not less than seven (7) corrected copies shall be furnished. All corrections and changes made on the drawings or data sheets other than those noted by the Engineer shall be clearly identified with a revision symbol and shall be suitably documented on the drawing with a brief description and date.

When drawings are submitted after final review (after being returned marked "APPROVED" or "APPROVED AS NOTED"), one (1) of the copies shall be a reverse reading translucent matte finish mylar reproducible (ozalid process). The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity to the drawings and specifications, external connections, and dimensions which affect the layout. The Engineer's review of drawings returned marked "APPROVED" or "APPROVED AS NOTED" does not indicate a thorough review of all dimensions, quantities, and details of the material, equipment, device, or item shown and shall not in any way be deemed to relieve the Contractor from any responsibility for errors or deviations from the requirements of these Contract Documents or from full responsibility for complete and accurate performance of the work in conformance with these Contract Documents, or from any liability placed upon him by any provisions of these Contract Documents.

All drawings and data, after final processing by the Engineer, shall become a part of these Contract Documents, and the work shown or described thereby shall be performed in conformity therewith unless otherwise authorized by the City.

The schedule of submittals of engineering data and submittals of samples of materials or products, if required, shall be made by the Contractor in accordance with the requirements in the section entitled "Submittals" of the Detailed Specifications.

- 5.11 Oral Statements. It is understood and agreed that the written terms and provisions of these Contract Documents shall supersede all oral statements of representatives of the City, and oral statements shall not be effective or be construed as being a part of these Contract Documents.
- 5.12 Notice and Service Thereof. Any notice to the Contractor from the City or the Engineer relating to any part of these Contract Documents shall be in writing, and shall be considered delivered and the service thereof completed when said notice is mailed to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.
- 5.13 Rejected Work, Materials, or Products. The Contractor, upon written notice from the Engineer, shall remove all work, including materials and products, rejected as defective, unsound, improper, or, in any way, failing to conform to the requirements of these Contract Documents. All removal and replacement work shall be done at the Contractor's expense. The Contractor shall at his sole expense make good all work damaged by such removal and shall promptly replace materials damaged or improperly worked by him and re-execute his own work in accordance with these Contract Documents. This includes re-executing or replacing the work of any other contractor or the City that is in any way affected by the removal of the defective work. The obligations of the Contractor under this section shall not extend to defective materials or equipment supplied by the City.

Should the Contractor fail or refuse to begin to remove and renew any defective work, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of these Contract Documents within ten (10) days of the written notice, the City may cause the unacceptable or defective work to be removed and replaced, or such

repairs as may be necessary, to be made at the Contractor's expense. Any expense incurred by the City in making these replacements or repairs, which the Contractor has failed or refused to make, shall be paid for out of any monies due the Contractor or which may become due under the provisions of these Contract Documents, or may be charged against the Contract Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully, and in an acceptable manner shall be sufficient cause for the City to declare the Contract forfeited, in which case the City, at its option, may contract with any other person, firm, or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract Performance Bond. Any special work performed, as described herein, shall not relieve the Contractor in any way from his responsibility for the work performed by him.

- 5.14 Substantial Completion of the Work. Upon receipt of written notice from the Contractor that the work, or acceptable portion thereof, is substantially complete in conformance with these Contract Documents and submission of a list of items to be completed or corrected, the Engineer, in company with the City, will promptly make an inspection for substantial completion of the work, including any tests of operation, performance tests, material tests, and such other tests as specified or as the Engineer deems necessary, desirable, or proper. After completion of the inspection and tests and preparation of a detailed list of items to be completed or corrected, as determined by the inspection, the Engineer, if all things are satisfactory to him, and if, in his professional judgment and opinion the Contractor's statement appears correct, will inform the City in writing that he has examined the work, that it is substantially complete in conformance with these Contract Documents, and that he recommends the work be accepted as substantially complete. The written recommendation of acceptance of the work as substantially complete from the Engineer shall be accompanied by the list of items to be completed or corrected. It is understood and agreed that such notice from the Engineer does not in any way relieve the Contractor from any duties, responsibilities, and obligations of these Contract Documents.

Should the Engineer consider that the work is not substantially complete, he will immediately notify the Contractor, in writing, stating the reasons for his determination. The Contractor shall complete the work and send another written notice to the Engineer certifying that the work or designated portion thereof is substantially complete. The Engineer, in company with the City, will reinspect the work.

If the Engineer's recommendation is acceptable to the City, the City will notify the Contractor in writing that the work is accepted as substantially complete and will establish the date of substantial completion after which time charges shall cease, and the City will begin use of the work. It is understood and agreed that said notice from the City shall not in any way be construed to relieve the Contractor from any duties, responsibilities, or obligations of the Contract Documents or from his responsibility to deliver a complete work in accordance with the intent of these Contract Documents.

- 5.15 Final Inspection. Upon receipt of written notice from the Contractor that all items listed for completion or correction during the inspection for substantial completion have been performed and that the work has been completed in conformity with the Contract Documents, the Engineer shall promptly examine the work, in company with the City, making additional tests and investigations as he may deem proper and using due care and

judgment normally exercised in the examination of the completed work by a properly qualified and experienced professional engineer and shall satisfy himself that the Contractor's statement appears to be correct. The Engineer shall then inform the City and, when applicable, regulatory agencies that the work is, in his opinion, complete in apparent conformity with these Contract Documents and shall schedule the final inspection.

Should the Engineer consider that the work is not finally complete, he will notify the Contractor in writing, stating reasons for his determination. The Contractor shall take immediate steps to remedy the stated deficiencies and/or conditions and, after correction of the deficiencies and/or conditions, send another written notice to the Engineer certifying that the work is complete. The Engineer, in company with the City, will re-inspect the work.

After the final inspection and after the submission by the Contractor of acceptable Project Record Documents, operation and maintenance data and other items required by these Contract Documents, the Engineer shall notify the City in writing that he has examined the work and that, in his opinion, it appears to conform to these Contract Documents and therefore recommends acceptance of the work and final payment to the Contractor. It is understood and agreed that such statement by the Engineer does not in any way relieve the Contractor or his Sureties from any duties, responsibilities, and obligations under these Contract Documents.

- 5.16 Final Acceptance of the Work. After the Engineer recommends acceptance of the work covered by these Contract Documents and final payment to the Contractor, the City will, if it concurs in the Engineer's recommendation, promptly notify the Contractor in writing that the work is accepted. If the City does not concur in the Engineer's recommendation, the City will promptly notify the Contractor in writing that it does not accept the work as complete and stating the deficiencies and/or conditions that shall be corrected or resolved before final acceptance will be made. After the deficiencies and/or conditions are corrected or resolved and the City is satisfied that the work is complete, the City will notify the Contractor in writing that the work is considered complete and final acceptance is made. The guarantee period(s), as specified in these Contract Documents, shall begin on the date the Contractor is notified by the City that final acceptance of the work is made. Final acceptance of the work by the City will not be made until the Project Record Documents, operation and maintenance data and other required items are acceptable to the City.

It is understood and agreed that said notice of final acceptance or final payment by the City shall not in any way be construed to relieve the Contractor, or his Sureties from any duties, responsibilities or obligations under or in connection with these Contract Documents.

- 5.17 Discrepancies. The Contractor shall check all dimensions, elevations, and quantities shown on the drawings and schedules. The Contractor shall verbally notify the Engineer immediately confirming the notice in writing soon thereafter of any discrepancy between the drawings and the conditions on the ground or any discrepancies, errors, or ambiguities in, or omissions from, the Drawings, Specifications, or other Contract Documents which he may discover at any time during the performance of the work. The Contractor shall also notify the Engineer of any discrepancies, errors, or ambiguities in the layout as given by stakes, points or instructions which he may discover during the course of the work. The Engineer will promptly investigate the matters and will furnish full instructions in writing correcting such discrepancies, errors, ambiguities, or omissions and the Contractor shall

carry out such instructions as if originally specified. If, knowing of such discrepancy, error, ambiguity, or omission and prior to reviewing written instructions from the Engineer regarding correction thereof, the Contractor proceeds with the work, any of the work so done shall not be considered as work done under these Contract Documents and in performance thereof unless and until duly approved and accepted by the Engineer. The Contractor shall not take any advantage of any discrepancy, error, ambiguity, or omission in the Drawings, Specifications, or other Contract Documents.

- 5.18 Equivalent Materials and Equipment. Whenever a material, product, article, or piece of equipment is specified or described in these Contract Documents by using the name of a proprietary product or the name of a particular manufacturer or vendor and catalog number, it is understood and agreed that the specific item is named for the purpose of establishing the type, function, dimension, appearance, quality, durability, performance, or other salient requirements and that other materials, products, articles, or pieces of equipment of equal capacities, quality and function will be considered. The Contractor may request the substitution of material, product, article, or piece of equipment of equal substance and function for those designated in these Contract Documents. The Contractor shall request substitution in writing to the Engineer stating in detail how the substituted product differs in composition and performance from the designated product and furnishing suitable complete data on which the Engineer may make the determination on the merits of the proposed substitution. If, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that designated, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by a change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute shall be made by the Contractor without a change in the Contract Price or Contract Time. Requests relative to substitutions for materials, products, articles or pieces of equipment specifically designated on the Drawings or in the Specifications will not be considered until after the award of the Contract.

It is understood and agreed that (1) the Engineer is to use his own judgment whether or not any material, product, article, or piece of equipment proposed to be substituted is equal to that specified; (2) the decision of the Engineer on all such questions of equality shall be final and binding upon the Contractor; and (3) in the event of any decision of the Engineer that is considered adverse by the Contractor, no claim of any sort by the Contractor shall be made or allowed against the City or the Engineer.

- 5.19 Materials. The materials, fixtures, and apparatus furnished shall be new, except as otherwise provided herein, unused and of good quality, and shall be incorporated into the work in an undamaged condition. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Whenever materials are sold by the manufacturer in sealed packages, they shall be so delivered to the site of the work. The materials shall be manufactured, handled, and used in a workmanlike manner to provide a completed work in accordance with these Contract Documents.

Materials, products, and equipment designated for permanent installation in the work shall be properly stored by the Contractor in a manner to ensure protection against deterioration of any type. These items shall be so placed as to cause a minimum of interference with the

prosecution of the work and to the public. The method of storing shall be so as to facilitate inspection. Deterioration of any kind or to any degree shall be cause for rejection. Stored materials, even though meeting the requirements of these Contract Documents before being stored, shall be inspected prior to incorporation in the work and shall meet the requirements of these Contract Documents at the time of incorporation in the work. If material, products, or equipment stored by the Contractor and paid for under the terms of these Contract Documents is damaged, or otherwise becomes unsuitable, before its permanent incorporation into the work, the amounts paid the Contractor for the damaged material shall be deducted from the next progress payment.

5.20 Contractor's Responsibility for Materials. The Contractor shall be responsible for the condition of all materials, products, and equipment which he has furnished, and shall replace at his own expense all such material found to be defective or which has been damaged after delivery. This includes the replacement of material which is found to be defective at any time prior to expiration of the guarantee period.

5.21 Testing of Materials and Equipment. The testing of materials shall be made by a competent laboratory or other person selected and paid for by the City. The Contractor shall submit samples of materials for testing as required by the Engineer. The cost of all retests made necessary by the failure of materials to conform to the requirements of these Contract Documents shall be paid by the Contractor.

The testing of equipment and products shall be performed as provided in the Specifications.

5.22 Access to the Work. The Engineer and his authorized representatives shall at all times have access to the work. Authorized representatives of the regulatory agencies shall have access to the work and to the materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor shall provide proper facilities for such access and observation of the work and records and also for any inspection or testing of the work.

5.23 Uncovering Completed Work. If any work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction, and an appropriate change order shall be issued.

5.24 Minimum Requirement for Materials and Workmanship. Unless otherwise definitely specified, it is a general requirement of these Contract Documents that all materials, products, and workmanship shall meet the requirements of the applicable standard

specifications of the American Society for Testing and Materials, or of the Federal Specifications Board as minimum requirements.

- 5.25 Equipment Operation Experience Clauses. In cases where experience clauses are used for manufacturers or suppliers, in lieu of experience, a bond or cash deposit may be accepted from manufacturers or suppliers which do not meet the specified experience period. The bond or cash deposit provided by the manufacturers shall guarantee replacement of the equipment or process in the event of failure or unsatisfactory service. The period of time for which the bond or cash deposit is required shall be the same as the experience period of time specified.
- 5.26 Surveys. The City will furnish all boundary surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the City, unless otherwise specified in these Contract Documents, the Contractor shall develop and make all detailed surveys needed for construction such as slope stakes, batter boards, stakes for pile locations, and all other working points, lines, elevations, and cut sheets.

SECTION 6. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- 6.1 Cooperation with Public Utilities. The Contractor shall notify the owners of adjacent utilities when the prosecution of the work may affect the utility facilities or operation. The Contractor shall perform and carry on the work so as not to interfere with or damage utility facilities in the vicinity of the work. The Contractor shall take every possible precaution to properly protect and preserve, including temporary supports and bracing where necessary, the utility facilities from damage, injury or displacement. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the contractor, any Subcontractor or any person directly or indirectly employed or engaged by the Contractor or a Subcontractor or any person for whose acts the Contractor or a Subcontractor is liable.

The City and the Engineer will not be responsible for any delay in performing the work resulting from the existence, removal or adjustment of any utility facilities. Additional costs incurred by the Contractor as a result thereof shall be borne solely by the Contractor.

Utility facilities, such as water mains, gas mains, storm sewers, sanitary sewers, telephone lines, power lines and buried facilities and structures in the vicinity of the work are indicated on the drawings only to the extent such information has been made available to or discovered by the Engineer during the course of preparing the drawings. The actual locations of the utility facilities may vary from the locations shown, and there may be utility facilities existing that are not indicated on the drawings. It is understood and agreed that there is no guarantee as to the accuracy or completeness of the utility information indicated on the drawings, and all responsibility for the accuracy or completeness thereof is expressly disclaimed. Generally, service connections are not indicated on the drawings.

The Contractor shall be solely responsible for locating all existing underground facilities, including service connections, in advance of excavating, trenching or other work, by contacting the owners of the facilities or prospecting. The Contractor shall use his own information and shall not rely upon the information shown on the drawings concerning utility facilities.

In the event of accidental damage to or disruption of utilities by the Contractor or any of his Subcontractors or agents, the Contractor shall immediately take all necessary steps to replace any pieces of damaged equipment and all damaged materials, make all necessary repairs and restore all services to normal. The Contractor shall engage any and all required additional labor, individuals, subcontractors or other outside services which may be deemed necessary, to operate on a continuous "around-the-clock" basis until services are restored. He shall also provide and install all required equipment and materials to maintain temporary emergency services for uninterrupted use of facilities. All costs involved in making the repairs and restoring the disrupted service to normal shall be borne by the Contractor responsible for such disruption of services, and he shall be fully responsible for any and all damage claims resulting from such disruption.

Under no circumstances shall the Contractor or any of his subcontractors or agents disrupt or disconnect any type of facility whatsoever without first obtaining the written permission of the utility owner to do so. Request for disruption or disconnection shall state:

1. The location of the required disconnect and which utility is concerned.
2. The exact date and time at which the disconnect will be required.
3. The duration of the proposed disconnect or interruption.

Where it is necessary to temporarily interrupt services, the Contractor shall notify the utility owner, both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the Contractor shall obtain permission from the owners thereof, or shall make suitable arrangements for their disconnection by the owners. Where it is necessary to temporarily interrupt house services, the Contractor shall notify the house owner or occupant, both before the interruption and again immediately before service is resumed. Should underground utilities or structures be encountered that are in minor conflict with the alignment or gradient of the proposed work, the proposed work may be adjusted by the Engineer where such adjustment is feasible and will not interfere with the operation of the proposed system. No payment will be made for these adjustments.

Where major conflicts in the proposed work and existing utilities or structures occur and adjustment of the new work is not feasible, then the Engineer may revise the alignment and/or grade to suit these conditions. If, in the opinion of the City, these revisions are necessary and are outside the scope of the bid items, they will be paid for as extra work.

- 6.2 **Railway Crossings.** When the work encroaches upon the right-of-way of any railway, the City will secure for the Contractor all the necessary easements or authority to enter upon such right-of-way for the prosecution and completion of the work. Where railway tracks are to be crossed, the railway company will construct the necessary bridges, trestles, cribs or other structures for safe operations of the trains or cars across any excavation during the time of construction of the work. Where such crossings require a change of grade, such change shall be made by or at the expense of the railway company. Contractor shall, however, take such special precaution for the safety of the work and the traveling public as may be necessary, by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

- 6.3 Protection of Public and Private Property. The Contractor shall protect from damage all property in the vicinity of the work or that is in any way affected by the work, the removal or destruction of which is not called for by the Contract Documents. This applies to public and private property, utility facilities, trees, grass, shrubs, crops, signs, monuments, fences, pipe, underground structures, public roadways, sidewalks, curb and gutters, driveways and any other natural or man-made terrain features. Whenever such property is damaged due to the Contractor's performance of the work, the Contractor shall immediately restore it to condition equal to or better than that existing before such damage or injury was done by the Contractor. The Contractor shall make good all such damage or injury in an acceptable manner at his own expense. In case of failure of the Contractor to restore such property, or to make good such damage or injury, the City may, upon forty-eight (48) hours' notice, under ordinary circumstances and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary, and the cost thereof will be deducted from any monies due or which may become due the Contractor under the terms of these Contract Documents.

Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

The Contractor shall not enter upon private property for any purpose without first obtaining permission, and he shall be responsible for the preservation of all public and private property. The Contractor shall at all times while the work is in progress use extraordinary care to see that adjacent buildings are not endangered in any way by reason of fire, water, or construction operations, and to this end shall take such steps as may be necessary or directed to protect the property therefrom, and the same care shall be exercised by all Contractor's and Subcontractor's employees. The Contractor shall give due notice to any controlling person, department, or public service company, prior to adjusting items to grade and shall be held strictly liable to the City if any such items are disturbed, damaged or covered up during the course of the work. The Contractor shall not disturb, remove or relocate any land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location.

Any temporary drains and drainage which may be required by the Contractor during the construction period shall be furnished, installed and maintained by him. No such drains or drainage systems shall be installed or used without the prior approval of the Engineer. At the completion of the work, all such drains and drainage systems shall be removed and the premises returned to a neat and clean condition.

Fire hydrants on or adjacent to the work shall be kept accessible to the fire-fighting apparatus at all times, and no material or obstruction shall be placed within 10 feet of any hydrant. Adjacent premises must be given access, as far as practicable, and obstruction of sewer inlets, gutters and ditches will not be permitted.

- 6.4 Safety and Protection of Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Local safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) as amended and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. Copies of these regulations may be obtained from the U.S. Government Printing Office, 275 Peachtree Street, N.E., Atlanta, Georgia 30303.

The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards, including sufficient lights and danger signals on or near the work; he shall erect suitable railings, barricades, covers, or other protective devices about unfinished work, open trenches, holes, embankments or other hazards and obstructions; where hazards to workmen or the public exist. The Contractor shall provide, at all times, all necessary watchmen on the project, for the safety of employees, delivery personnel, and the general public, and to diligently guard and protect all work and materials, including Owner-furnished equipment. Construction equipment shall be suitably night-marked and lighted as necessary for safety considerations. No separate payment will be made for providing lights on vehicles and equipment, signs, barricades, lights, flags, watchmen and other protective devices, and the costs thereof shall be included in the Contract Price(s).

The Contractor shall comply with all applicable provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, and shall maintain an accurate record of all cases of death and all cases of occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under these Contract Documents.

The Contractor shall solely be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

- 6.5 Public Safety and Convenience. The Contractor shall conduct his operations in a manner that will offer the least possible obstruction and inconvenience to the public and he shall not have under construction an amount of work greater than he can prosecute properly with due regard to the rights of the public.

Construction operations shall be conducted in a manner that will cause as little inconvenience as possible to abutting property owners. Convenient access to driveways, houses, buildings or other facilities in the vicinity of the work shall be maintained and temporary access facilities for public roadways shall be provided and maintained in satisfactory condition.

- 6.6 Maintenance of Existing Traffic. Satisfactory facilities shall be provided by the Contractor for maintaining public access and travel, and every effort shall be made to reduce any necessary inconveniences to a minimum.
- 6.7 Emergencies Affecting Property or Safety. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special

instruction or authorization from the Engineer or City, shall act to prevent threatened damage, injury or loss. He will give the Engineer prompt written notice of any significant changes in the work or deviations from these Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the change and deviations involved.

- 6.8 Indemnification. It is understood and agreed that the Contractor shall be deemed and considered an independent contractor in respect to the work covered by these Contract Documents, and shall assume all risks and responsibility for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to work caused by acts of God, acts of public enemy, quarantine restrictions, general strikes throughout the trade, or freight embargoes not caused or participated in by the Contractor. The Contractor shall have charge and control of the entire work until completion and final acceptance of the work by the City. The Contractor shall be alone liable and responsible for, and shall pay, any and all loss and damages sustained by any person either during the performance or subsequent to the completion of the work these Contract Documents, by reason of injuries to person and damage to property, buildings and adjacent work, that occur either during the performance or subsequent to the completion of the work covered by these Contract Documents, or that may be sustained as a result or consequence thereof, irrespective of whether or not such injuries or damage be due to negligence or to the inherent nature of the work. The Contractor shall fully indemnify, protect, defend, save and hold harmless the City, the Engineer, and their agents and employees from any and all liability and from all suits and actions of every kind and description brought or which may be brought against them or any of them relative to the performance of the work or other responsibilities of the Contractor under these Contract Documents.
- 6.9 Claims for Labor and Materials. The Contractor shall indemnify and save harmless forever the City from all claims for labor, materials and services furnished under these Contract Documents. When requested by the City, the Contractor shall submit satisfactory evidence that all persons, firms, or corporations who have done work or furnished materials under these Contract Documents, for which the City may become legally liable, have been fully paid or satisfactorily secured. In case such evidence is not furnished or is not satisfactory, an amount will be retained from money due the Contractor which in addition to any other sums that may be retained will be sufficient, in the opinion of the City, to liquidate all such claims. Such sum will be retained until the claims as aforesaid are fully settled or satisfactorily secured.

Before final acceptance of the work by the City, the Contractor shall submit to the Engineer in duplicate a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor materials, or services for the work have been fully paid and that all taxes have been paid. A statement from the Surety shall also be submitted consenting to the making of the final payment.

- 6.10 Defense of Suits. In case any action in court is brought against the City or the Engineer, or any officer, agent or employee of any of them, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material-men, or suppliers, the Contractor shall indemnify, defend and save harmless the City and the Engineer and their officers, agents

and employees, from all losses, damages, costs, expenses (including attorneys' fees), judgments, or decrees arising out of such action.

- 6.11 **Familiarity with Laws.** It is understood and agreed that the Contractor shall be familiar with and shall observe and comply with, all Federal, State, County, and City laws, codes, ordinances, regulations, orders, and decrees, including air and water pollution and noise abatement regulations, existing, or enacted subsequent to the execution of the Contract, that in any manner affect those engaged or employed in the work, or the materials or equipment used in the work, or which in any way affect the conduct of the work. The Contractor shall strictly observe all applicable laws and regulations as to public safety, health and sanitation. No pleas of misunderstanding or ignorance on the part of the Contractor will in any way serve to modify or mitigate the provisions of these Contract Documents. The Contractor and his Surety shall indemnify and save harmless the City and the Engineer and all their officers, agents, and servants against any claim or liability arising from, or based on the violation of, any such law, code, ordinance, regulation, order or decree, whether by himself, his agents or his employees.

The Contractor shall give all notices relating to all laws, codes, ordinances, regulations, orders and decrees bearing on the conduct of the work. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer, in writing, and any necessary changes shall be adjusted as provided in these Contract Documents for changes in the work. If the Contractor performs any work contrary to such laws, codes, ordinances, regulations, orders, and decrees, and without such notice to the Engineer, he shall bear all costs arising therefrom.

- 6.12 **Taxes, Permits and Certification.** The Contractor shall pay all applicable taxes levied by Federal, State, and Local Governments and obtain all permits on any part of the work as required by law in connection with the work. It is understood and agreed that the cost of said taxes is included in the Contract Price(s) for the work.

The Contractor shall procure all temporary and permanent permits and licenses, necessary and incidental to the due and lawful prosecution of the work, and shall pay all charges and fees, and all costs thereof shall be deemed to be included in the Contract Price(s) for the work.

- 6.13 **Patents and Royalties.** Royalties and fees for patents covering materials, articles, apparatus, devices, or equipment (as distinguished from processes) used in the work, shall be included in the Contract Price(s). The Contractor shall satisfy all demand that may be made at any time for such royalties or fees and he shall be liable for any damages or claims for patent infringements. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted against the City for alleged infringement of any patents involved in the work and, in case of an award of damages, the Contractor shall pay such award. The Contractor, however, will not be held liable for the defense of any suit or other proceeding nor for the payment of any damages or other costs for the infringement of any patented process required by these Contract Documents; except if the Contractor has information that the process so required is an infringement of a patent, the Contractor shall be liable for any damages or claims in connection therewith unless he promptly notifies the City and Engineer of such infringement.

- 6.14 Requirements for Insurance Coverage. The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the Work. These certificates shall contain a provision that coverage afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the City. The Contract shall not be binding upon the City until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and Certificates of Insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

- 6.14.1 Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workman's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.
- 6.14.2 General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City and Engineer against such claims or suits.

To the extent that the work may require blasting, explosive conditions, or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings
2. Public utility facilities
3. U.S. Government monuments

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person 1,000,000 each occurrence
Property Damage	\$ 500,000 each occurrence \$ 2,000,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

- 6.14.3 Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

- 6.14.4 Builder's Risk Insurance that shall be written in completed value form and shall protect the Contractor, the City, and the Engineer against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall be not less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

Equipment such as pumps, engine-generators, compressors, basin equipment, motors switch-gear, transformers, panel boards, control equipment and other similar equipment shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.

If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers the work.

Builder's risk insurance shall provide for losses to be payable to the Contractor and the City as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

- 6.14.5 Installation Floater Insurance that shall protect the Contractor, the City, and the Engineer from all insurable risks of physical loss or damage to materials, products and equipment not otherwise covered under builder's risk insurance, while in warehouses or storage areas, during installation, during testing, and after the work is completed. It shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work under these Contract Documents. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials, products and equipment insured under builder's risk insurance. The value shall include the aggregate value of the City-furnished equipment, products and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

Installation floater insurance shall provide for losses, to be payable to the Contractor and the City as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

If the aggregate value of the City-furnished and Contractor-furnished equipment is less than \$10,000, such equipment may be covered under builder's risk insurance, and if so covered, this installation floater insurance may be omitted.

Certificates of insurance covering installation floater insurance shall quote the insuring agreement and all exclusions as they appear in the policy; or in lieu of certificates, copies of the complete policy may be submitted.

- 6.15 Sanitary Conditions. The Contractor shall provide and maintain adequate and satisfactory sanitary facilities. All sanitary facilities shall conform to the requirements of the Tennessee Department of Public Health and the Chattanooga-Hamilton County Health Department.
- 6.16 Contract Provisions Required by Law. It is understood and agreed that each and every provision and clause required by Local, State and Federal laws and regulations to be inserted in these Contract Documents shall be deemed to be inserted herein in their entirety and the Contract Documents shall be read and enforced as though they were included herein. If through mistake or otherwise, any such provision or clause is not inserted, or is not correctly inserted, these Contract Documents shall forthwith be physically amended to make such insertion or correction upon the application of either party of the Contract.

- 6.17 Preservation of Monuments and Stakes. The Contractor shall carefully preserve all monuments, bench marks, property markers, reference points, and stakes. In case of his destruction thereof, the Contractor will be charged with the expense of replacement and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or bench marks which must be removed or disturbed shall be protected until properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

SECTION 7. PROSECUTION AND PROGRESS

- 7.1 Subcontracts. The Contractor shall give his personal attention to the fulfillment of the Contract and shall at all times keep the work under his control.

The Contractor may subcontract portions of the work; however, he shall not award any work to any Subcontractor without prior written approval of the City. The City's approval will not be given until the Contractor submits to the City a satisfactory statement concerning the proposed award to a Subcontractor. The Contractor shall perform with his own organization and employees not less than fifty (50%) percent of the labor costs of the project. The Contractor and each Subcontractor shall provide information to the City concerning labor costs and other employee information on forms provided by the City within one week following each payroll. These forms shall include information concerning total labor costs, job classifications, and the race and sex of each person directly employed on the project.

The Contractor shall be as fully responsible to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for acts or omissions of persons directly employed by him. Nothing contained in these Contract Documents shall create any contractual relation between any Subcontractor and the City. All Subcontractors shall be deemed to be agents of the Contractor.

The approval of the City of any Subcontractor shall not, under any circumstances, operate to relieve the Contractor or his sureties of any of his or their obligations under these Contract Documents. It is understood and agreed that all subcontracts and approvals of Subcontractors shall be based upon the requisite of performance by the Subcontractor in accordance with these Contract Documents; and should any Subcontractor fail to perform his work to the satisfaction of the Engineer, the City shall have the absolute right to rescind his approval at once and to require the performance of such work by the Contractor entirely or in part through other approved subcontractors.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bid subcontractors to the Contractor by the terms of these Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provisions of these Contract Documents.

The Contractor shall inspect all work performed by Subcontractors for compliance with these Contract Documents.

- 7.2 The Contractor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the City.

The Contractor shall not assign any monies due or to become due to him under this Contract without the prior written consent of the City. In the event that the Contractor undertakes to assign all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a provision substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in these Contract Documents.

- 7.3 Beginning of Work. The Contractor shall begin the work within ten (10) days after receiving the Notice to Proceed and shall diligently prosecute the work to completion within the contract time. The Contractor shall notify the City and the Engineer two working (2) days in advance of the date he will begin operations.
- 7.4 Distribution of the Work. The Specifications and other Contract Documents may be arranged in Sections under general titles descriptive of the principal materials or trade practices as far as seems practical without unreasonable complicated or minute breakdown. Under many divisions it has seemed proper to include items of other trades or types of materials, the use or the installation of which is closely related to the principal subject of that division. Such arrangement shall not operate to make the Engineer or the City an arbitrator to establish subcontract limits between Contractor and Subcontractor.

The Contractor and all Subcontractors shall study the Drawings, Specifications and other Contract Documents in sufficient detail to assure that all required items are included. It shall be the Contractor's responsibility to so arrange and distribute the work that all required items are provided by the proper trades and at the proper times, without controversy as to contract obligations, or as to jurisdiction, and he shall make all necessary adjustments to this end.

- 7.5 Supervision of Work by Contractor. The Contractor shall supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor, and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

The Contractor shall be responsible for complete supervision and control of his Subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

- 7.6 Labor. The Contractor shall employ only workmen who are competent to perform the work assigned to them and, in the case of skilled labor, who are adequately trained and experienced in their respective trades and who do satisfactory work.

If any person employed by the Contractor on the work appears to the Engineer to be incompetent or to act in a disorderly or improper manner, the person shall be discharged immediately on the request of the Engineer, and such person shall not again be employed on the work.

All labor described in these Contract Documents or indicated on the Drawings and the work specified shall be executed in a thoroughly substantial and workmanlike manner by persons skilled in the applicable trade. All materials, fixtures and apparatus shall be installed in an undamaged condition.

The Contractor shall enforce strict discipline and good order among his employees. No intoxicating liquor or drugs will be allowed on the project.

The Contractor and all Subcontractors shall comply with all ordinances, laws and regulations applicable to the work regarding labor and mechanics.

- 7.7 Methods of Operation. The Contractor shall inform the Engineer in advance concerning his plans for carrying on each part of the work, but the Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment, and methods.

Any method of work suggested by the City or Engineer, but not specified, shall be used at the risk and responsibility of the Contractor; and the City and Engineer will assume no responsibility therefore.

Review by the City or Engineer of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such review shall not be considered as an assumption of any risk or liability by the City or Engineer, or any officer, agent, or employee thereof. The Contractor shall have no claim on account of the failure or inefficiency of any plan or method so reviewed.

The sequence of the work performed under these Contract Documents will be left to the Contractor unless otherwise specified herein. Should the Engineer order the Contractor to increase his forces or working hours in order to maintain the progress of the work consistent with the required progress necessary for completion of the work within the Contract time, the Contractor shall comply with such order without additional cost to the City.

- 7.8 Lands and Right-of-Way. Prior to the issuance of the Notice to Proceed, the City will have obtained most of the land and rights-of-way, including easements, necessary for carrying out and for the completion of the work to be performed pursuant to these Contract Documents, unless mutually agreed or specified in the Specifications.

The City will provide to the Contractor information which delineates and describes the lands owned and rights-of-way, including easements, acquired.

The Contractor shall provide, at his own expense and without liability to the City, any additional land and access thereto that the Contractor may acquire for temporary construction facilities, or for storage of materials.

In the event all land and rights-of-way have not been obtained as herein contemplated before construction begins, the Contractor shall begin the work upon such land and rights-of-way as the City may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the contract except by consent of the City; but time for completion of the work will be extended to such time as the City determines will compensate for the time lost by such delay, such determination to be set forth in writing.

- 7.9 No Waiver of Legal Rights. Neither the inspection by the City or Engineer or any of their officials, employees, or agents, nor any order by the City or Engineer for payment of money, or any payment for, or acceptance of, the whole or any part of the work by the City or Engineer, nor any extension of time, nor any possession taken by the City or its employees, shall operate as a waiver of any provision of these Contract Documents, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

Any waiver of any provisions of these Contract Documents shall be specific, shall apply only to the specified item or matter concerned and shall not apply to other similar or dissimilar items or matters.

- 7.10 Project Record Documents. The Contractor shall prepare and maintain at the site of the work complete and detailed Project Record Documents of the completed work. Throughout the course of the work, the Contractor shall make all measurements and record the work as actually constructed on the Drawings and shall record on the record set of Specifications and other Contract Documents all materials or other items of construction actually used. The Project Record Documents shall represent the work as actually constructed. The Project Record Documents shall be submitted to and be acceptable to the Engineer before the final payment will be made to the Contractor.

The City will furnish the Contractor one set of reverse reading translucent matte finish mylar reproducible (ozalid process) copies of the contract drawings for the Contractor's use in preparing the record drawings.

- 7.11 Changes in the Work. The City reserves the right to make at any time, without prior notice to the Surety, such alterations in the drawings or in the character of the work as the City may consider necessary or desirable to complete the proposed work in a satisfactory manner and consistent with the intent of these Contract Documents. Notice of every such alteration or change shall be given in writing to the Contractor by the Engineer, and no such alteration or change shall be considered as constituting a waiver of any of the provisions of these Contract Documents, or as nullifying or invalidating any of such provisions. Should any such alteration or change result in an increase or decrease in the quantity or the cost of the work or materials described in these Contract Documents, the total amount payable under the Contract will be accordingly modified. If alterations or changes result in additional time being needed by the Contractor to complete the work, the

Contract Time will be correspondingly modified, if the Contractor so requests, before commencing the work attributable to such alterations or changes.

7.12 Extra Work and Changes in Contract Price. The Contract Price may be changed only by a Change Order.

7.12.1 It is understood and agreed that the Contractor shall perform all extra work that may be ordered in writing by the Engineer acting on the specific authority of the City arising out of the modification of the specifications or drawings made or approved by the City. For this extra work, the Contractor shall be compensated as provided hereinafter and in the Change Order covering the extra work.

Extra work is defined as: (1) that additional work of a different character or function and for which no basis of payment is prescribed in these Contract Documents; or (2) that work involving revisions of the details of the work in such manner as to render inequitable payment under items upon which the Contractor bid; or (3) that additional work of a similar nature and character as that done under the unit prices named in these Contract Documents.

No claim for extra work will be considered unless said extra work was ordered in writing as aforesaid, and the claim presented in writing to the Engineer within 30 days after receipt by the Contractor of the written order to perform said extra work.

If the performance of the extra work results in additional time being required by the Contractor to complete the work covered by these Contract Documents, said Change Order will provide for an equitable extension in the Contract time.

7.12.2 The Contractor shall be compensated for said extra work in accordance with one of the following methods and as set forth in the Change Order:

7.12.2.1 At the unit prices bid for items of work of a similar nature and character as set forth in the Bid Schedule on the Bid Proposal of these Contract Documents or as set forth in a previous Change Order.

7.12.2.2 At new unit prices for new items of work as negotiated and mutually agreed upon by the City and the Contractor prior to proceeding with the extra work.

7.12.2.3 For the lump sum price for the complete extra work as negotiated and mutually agreed upon by the City and the Contractor prior to proceeding with the extra work.

7.12.2.4 At the actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the extra work plus an amount to cover the cost of general overhead and profit negotiated and agreed upon by the City and the Contractor prior to proceeding with the extra work.

7.12.3 When compensation for extra work is provided under paragraph 7.12.2.4 above, the Contractor's representative and the Engineer shall compare records of extra work

done at the end of each day. Such records shall be made in duplicate upon a form provided for such purpose by the Engineer and shall be signed by both the representatives referred to herein, one copy being submitted to the Engineer and the other being retained by the Contractor.

7.12.4 The compensation provided herein shall be received and accepted by the Contractor as payment in full for all extra work done.

7.13 Time for Completion. The date of beginning and the time for completion of the work are essential conditions of these Contract Documents, and the work embraced shall be commenced within 10 days of the date of the Notice to Proceed.

The Contractor will proceed with the work at such rate of progress to insure full completion within the Contract Time. It is understood and agreed that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

7.14 Extensions of Time. Extensions of time will be granted to the Contractor upon receipt of written request for such extensions, provided that such delays were occasioned by the City or by causes judged by the Engineer, subject to the City's concurrence, to be entirely beyond the Contractor's control or anticipation. In the event additional time is earned by the Contractor under the terms of these Contract Documents, or is granted by the City, such fact shall not be interpreted as a waiver of the full obligation on the part of the Contractor to complete the work within the extended time. Requests for extension of time made after ten (10) days following the event occasioning the delay, will not be considered by the City.

7.15 Suspension of the Work. The Contractor shall not suspend the work and shall not remove any equipment, tools, supplies, materials, or other items without the written permission of the City.

The City shall have the authority to suspend the work wholly or in part, for such period as may be necessary, due to unsuitable weather, such other conditions as are considered unfavorable for the suitable prosecution of the work; or due to the failure on the part of the Contractor to carry out orders given, supply sufficient skilled workmen, supply suitable material, prosecute the work satisfactorily and in a workmanlike manner, make prompt payments to Subcontractors or for labor, materials, or equipment, or to perform any obligations or requirements of these Contract Documents. The Contractor shall immediately comply with the written order of the City to suspend the work wholly or in part. The suspended work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the City.

In the event that a suspension of the work is ordered by the City, the Contractor shall, at his expense, do all the work necessary to secure the work and the area affected by the work and to protect all previously completed work as specified herein or as directed by the City. The suspension of the work by the City shall not relieve the Contractor of any duties, obligations, or responsibilities set forth in these Contract Documents. In the event the Contractor fails to secure and protect the work and area as specified or as ordered, the City will perform, or cause to be performed, all work considered necessary, and the cost thereof

will be deducted from monies due or to become due the Contractor under the terms of these Contract Documents.

- 7.16 Liquidated Damages for Delay in Completion of the Work. As time is of the essence in this Contract, should the Contractor fail to complete the work, or specified portion thereof, sufficient for acceptance as substantially complete by the City within the Contract Time and extensions thereof, it is understood and agreed that the Contractor shall pay the City, as acknowledged liquidated damages, an amount determined, affixed and agreed (as stipulated in the Contract hereof) per calendar day that he is delinquent. The amount of liquidated damages shall be reported by the Engineer and shall be paid by the Contractor to the City or shall be deducted and withheld by the City from the monies due or to become due the Contractor under the terms of these Contract Documents.

The number of days used in determining the amount of liquidated damages to be paid by the Contractor for delay in completing the work shall be determined by subtracting the Contract Time, and any time extensions thereof, from the time actually required for the completion of the work. The time actually required for the completion of the work is defined as the total number of calendar days from the date 10 days after the date of the Notice to Proceed to the date of substantial Completion.

This provision for liquidated damages shall be effective between the parties ipso facto without necessity for demand or putting in default by any notice or other means than by the terms of these Contract Documents, the Contractor hereby waiving any such other notice of default and acknowledging that the Contractor shall be deemed to be in default by the mere act of his failure to complete the work within the Contract Time, or within any valid extension of such time hereunder.

It is understood and agreed that these liquidated damages are not a penalty, but constitute liquidated damages for loss to the City because of increases in expenses for administration, legal counsel, accounting, engineering, construction supervision, inspection, and any other expenses incurred directly as a result of the delay of the Contractor in completing the work.

- 7.17 Liability for Failure to Satisfy Guarantees and Warranties. Should the Contractor fail to furnish equipment, materials, and products meeting the guarantees and warranties specified herein, the Contractor shall be in default under the Contract and subject to all of the remedies of the City, including payment to the City of the additional operation and/or construction costs resulting from the system's nonperformance in the amounts specified in these Contract Documents and recourse for such payments to the Performance Bond. It is understood and agreed that these payments are not a penalty, but constitute reimbursement for loss to the City because of increased expenses of operation and/or construction of the project as a result of the failure of the Contractor to furnish equipment, materials, and products in conformance with these Contract Documents.
- 7.18 Equipment and Construction Plant. All equipment and construction plant shall be suitable to produce the quality of work and materials required for the satisfactory completion of the work within the Contract Time and shall be satisfactory to the Engineer. The Contractor shall provide adequate and suitable equipment and construction plant to meet the requirements of the work as specified in these Contract Documents. The Contractor shall remove unsuitable equipment from the work and add to the construction plant when ordered to do so by the Engineer.

The Contractor shall obtain written permission from the City prior to constructing temporary buildings or other structures on land owned or leased by the City. If a permit is granted, said buildings or other structures shall comply with all applicable regulations regarding their construction and maintenance and shall be satisfactory to the City.

- 7.19 Relations with Other Contractors. The Contractor shall cooperate with all other contractors who may be performing work in behalf of the City and workmen who may be employed by the City on any work in the vicinity of the work to be done under these Contract Documents, and he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. The Contractor shall promptly make good, at his own expense, any injury or damages that may be sustained by other contractors, the City or employees of the City at his hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and workmen of the City in regard to their work shall be adjusted as determined by the Engineer. If the work of the Contractor is delayed because of any acts or omissions of any other contractor, the Contractor shall have no claim against the City on that account other than an extension of time.

Whenever there is interference with work under other contracts, the Engineer shall decide the manner in which the work shall proceed under each contract.

- 7.20 Unfavorable Construction Conditions. During unfavorable weather, wet ground, or other unsuitable construction conditions, the Contractor shall confine his operations to work which will not be affected adversely thereby. No portion of the work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by the Contractor to perform the work in a proper and satisfactory manner.
- 7.21 Sunday, Holiday and Night Work. No work shall be done between 6:00 p.m. and 7:00 a.m. nor on Sundays or locally observed national holidays without the written permission of the Engineer. However, emergency work may be done without prior permission. Night work will not be established as a regular procedure, excluding emergencies, except with written permission. Such permission, if granted, shall be upon such terms and conditions deemed appropriate in the Engineer's sole discretion.
- 7.22 Sewage, Surface, Subsurface and Flood Flows. The Contractor shall furnish all necessary equipment, materials and labor, at his expense, for handling, passing and disposing of all sewage, seepage, surface, subsurface and flood flows encountered at any time during the prosecution of the work. It is understood and agreed that the Contractor shall bear all risks associated with said flows; shall indemnify the City and the Engineer from any liabilities resulting from said flows; and shall not make any claim for additional compensation for delays or damage resulting from said flows. The manner of providing for these flows shall be satisfactory to the Engineer and in conformance with all applicable laws and regulations.

SECTION 8. MEASUREMENT AND PAYMENT

- 8.1 Scope of Payment. The Contractor shall accept compensation provided in these Contract Documents as full payment for furnishing all labor, materials, supplies, tools, equipment, taxes, fees, contingencies, and other items necessary or convenient to the completed work

and for performing all work contemplated and embraced in these Contract Documents; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the City and for all risks of every description connected with the prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as provided in these Contract Documents; and for completing the work in accordance with these Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material or of any provisions of these Contract Documents.

No compensation will be made in any case for loss of anticipated profits.

8.2 **Basis of Payment.** The basis of payment shall be the Contract Unit Prices and/or Contract Lump Sum Price(s) named in these Contract Documents.

8.3 **Measurement of Quantities.** The measurement of quantities shall be made by the Engineer in accordance with the Specifications and other Contract Documents.

If the Contract is based on a Unit Price Bid, the items of work to be measured and the units of measurement shall be as set forth in the Bid Proposal Form. Only net quantities of finished work will be measured. Any items of work not set forth in the Bid Proposal Form, but necessary or convenient for the satisfactory completion of the work under the terms of these Contract Documents, shall not be measured separately and shall be considered a part of said items of work set forth in the Bid Proposal Form.

If the Contract is based on a Lump Sum Bid, the measurement of quantities for progress estimates and progress payments requests will be made by the Contractor, subject to the Engineer's approval, and will be based on items of work and the value thereof contained in the Contractor's Schedule of Values. A final measurement of quantities will not be required.

8.4 **Progress Payment Requests and Partial Payments.** On the first day of each month the Contractor may submit to the Engineer, on forms furnished by the Engineer, a progress payment request for the amount of work accomplished, products finished, and products stored at the site (See 01630-1.02,B) during the previous month. Ten (10) signed copies of each request shall be furnished.

The progress payment request shall be signed by the Contractor and be supported by such data as the Engineer may reasonably require. If payment is requested for products not incorporated in the work but delivered and suitably stored at or near (See 01630 1.02,B) the site, the progress payment request shall also be accompanied by such supporting data, satisfactory to the City, as will establish the City's title to said products and protect its interest therein, including appropriate insurance. The Contractor shall furnish a proper and duly executed written authorization designating those persons who will be authorized to sign and/or certify progress payment requests for the Contractor.

The Engineer will, within ten (10) days after receipt of each progress payment request, either indicate in writing his approval of the progress payment request and present it to the

City, or return the progress payment request to the Contractor, indicating in writing his reasons for refusing to approve it.

The City will, within thirty (30) days after receipt of the approved progress payment request, pay the Contractor a partial payment on the basis of the approved progress payment request, less the retainage and other deductions pursuant to the terms of these Contract Documents.

The City will retain five (5%) percent of the total amount of partial payments for the work covered by these Contract Documents until substantial completion. After the work is accepted as substantially complete, the City, at its sole discretion and with the full knowledge and consent of the Contractor's surety, may reduce the retainage to an amount sufficient, in the Engineer/Architect's opinion, to complete the work should the Contractor default. A cash bond or an irrevocable letter of credit, provided by the Contractor and satisfactory to the City Attorney, may be accepted by the City in lieu of all or part of the cash retainage specified herein.

It is understood and agreed that the approval of the progress payment request and the paying of a partial payment shall not be construed as acceptance of any work, materials, or products and shall not relieve the Contractor in any way from his responsibilities and obligations under these Contract Documents.

A partial payment will not be made when, in the judgment of the City or the Engineer, the work is not proceeding in accordance with any of the provisions of these Contract Documents.

- 8.5 Retainage Held as Security. Notwithstanding any other provision of this Contract to the contrary, in the event the City shall have reasonable grounds to suspect that:
- (a) The Contractor or associated person has breached the Affidavit of No Collusion contained in these Contract Documents or has breached such an affidavit in any other contract which Contractor may have with City; or
 - (b) The Contractor or associated person has violated or participated in a violation of the Sherman Act (15 U.S.C. Sec. 1-2), or the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. Sec. 1961-1968), or the Hobbs Act (18 U.S.C. Sec. 1951), or the mail or wire fraud statutes (18 U.S.C. Sec. 1341, 1343), the false statements statement (18 U.S.C. Sec. 1001), or other similar provision of Federal or State law in connection with this Contract or with any other contract which the Contractor or associated person has, had, or shall have with the City (including without limitation the submission of bids on such a contract); then the City shall have the right to withhold and retain any retainage described in this section as security for any damage claim arising from such action.

For purposes of this section, the term "associated person" shall include (a) in the case of a corporation: the corporation, its officers, directors, shareholders, employees and agents, and its parents, subsidiaries or affiliates, whether in existence at the time of the violation or subsequently formed or acquired; (b) in the case of a partnership or joint venture: the partnership or joint venture, its general or limited partners and joint venturers, its officers, employees and agents; and (c) in the case of a sole proprietorship: the individual

proprietor, and his employees and agents. Where a partner or joint venturer is a corporation, the partnership or joint venture shall have attributed to it the actions of persons attributable to the corporation under paragraph (a) of this subsection.

The City shall promptly notify the Contractor in writing of the exercise of its right to retain such amounts. In the event the work is more than fifty (50%) percent complete and the City has reduced its retainage to five (5%) percent, then following such notice the City shall thereafter retain ten (10%) percent from progress payments.

The City shall have the right to retain such funds until the City's damage claims are finally determined. The claim shall be "finally be determined" when a court of competent jurisdiction enters judgment on the merits of any claim made for damages by the City (unless City appeals that judgment, in which event, when the appeal is decided). In the event that City voluntarily waives his damage claim by written instrument signed on City's behalf, then such claim shall be "finally determined" at the time such waiver is effective. City covenants that it will commence an action for damages with respect to its damage claim as soon as practicable after it exercises its right for retaining such amounts for the causes set forth in this paragraph.

In the event such a claim is finally determined in favor of City, any amount of retainage for such claim shall be applied to satisfy the judgment. Any excess of retainage hereunder over the amount of such judgment, or in the event that a damage claim is finally determined in favor of Contractor or its associated person, the amount shall be promptly paid to Contractor, together with interest, at the applicable rate for post-judgment interest set forth in T.C.A. Sec. 47-14-121, provided that interest shall not be paid upon amounts which City could have otherwise properly retained under other provisions of this Contract.

Any claim, dispute, or other matter arising out of or relating to City's retention of payment for a damage claim under this section shall not be subject to arbitration. The City's failure to retain all or a portion of any payment due under this Contract pursuant to this section, even if grounds for such retention exists, shall not constitute a waiver of any of City's rights under this section.

- 8.6 Final Payment. Upon completion of the work and after final acceptance of the work by the City, the Engineer will be authorized to prepare a final estimate of the work performed by the Contractor under these Contract Documents and to prepare a final payment request. Preparation of the final estimate and final payment request will not be authorized until the affidavits, releases of liens, certificate of occupancy issued by City of Chattanooga Inspection Department and other statements and certifications required of the Contractor under these Contract Documents have been received by the City. The Contractor shall also file the Notice of Completion with the appropriate office at the Hamilton County Tennessee Courthouse. The Engineer will submit to the City the final estimate and the final payment request, together with a certification stating that the work is complete and in substantial conformance with these Contract Documents. The entire balance found to be due the Contractor, including retained percentages, but except such sums as may be retained under any provisions of these Contract Documents, will be paid to the Contractor.

Final payment to the Contractor by the City shall not serve to release the Contractor or his sureties from their obligations or responsibilities under or in connection with these Contract Documents.

- 8.7 Acceptance of Final Payment as Release. The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the work under these Contract Documents and for every act and neglect of the City and others relating to or arising out of this work.
- 8.8 Contractor's Schedule of Values. If the Contract is based on a lump sum bid, or contains one or more lump sum items for which progress payments are desired, the Contractor shall prepare and submit to the Engineer a schedule of values covering each lump sum item. The schedule of values, showing the value of each kind of work, shall be acceptable to the Engineer before any progress payment estimate and progress payment request are prepared. Such items as bond premium, temporary construction facilities, and plant may be listed separately in the schedule of values, provided the costs can be substantiated.

The sum of the items listed in the schedule of values shall equal the contract lump sum price(s). Overhead and profit shall not be listed as separate item.

An unbalanced schedule of values providing for overpayment of the Contractor on items of work which would be performed first will not be accepted. The schedule of values shall be revised and resubmitted until acceptable to the Engineer.

- 8.9 Changes/Extra Work for Lump Sum Contracts. The basis for payment for alterations on additions or extra work or decrease in scope of work shall be based on the Schedule of Values provided by the Contractor under para. 8.8 (above) or may be based upon the latest publication "Bid Data on Current Municipal Works." The maximum payment shall not be greater than an average of Contractor's Schedule of Values and the publication's average of the lowest bids.

SECTION 9. MISCELLANEOUS SPECIAL PROVISIONS

- 9.1 Use of Work by City. Prior to substantial completion, the City may use any completed or substantially completed portions of the work, provided that such use will not substantially affect the Contractor's rights and obligations under the contract. It is understood and agreed that said use shall not constitute an acceptance of any such portions of the work.

The City, or another Contractor under contract to the City, shall have the right to enter the premises for the purpose of doing work not covered by these Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such as may be caused by agents, employees, or other contractors of the City.

- 9.2 Inspection by Public Agencies. Authorized representatives of the Environmental Protection Agency, Department of the Interior, Tennessee Department of Public Health, and other governmental agencies having jurisdiction over the work or any part thereof shall have access to the work and any records relevant to the prosecution and progress of the work. The Contractor shall provide proper facilities for such access and inspection.

- 9.3 Chemicals. All chemicals used during project construction, or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with the manufacturer's or Engineer's instructions.
- 9.4 Siltation and Bank Erosion. The Contractor shall take necessary steps to minimize siltation and soil erosion during construction to the satisfaction of the Engineer.
- 9.5 Contractor Licensing Act. The "Contractor Licensing Act of 1976," as amended, T.C.A. Sec. 62-6-101, et seq, in its entirety is to be considered a part of these Contract Documents and incorporated herein as though specifically set forth. Copies of this Act can be obtained from the Contractor's Licensing Board, Nashville, Tennessee. Among other provisions, this Act requires that any contractor undertaking to construct, erect, alter, or repair any structure or municipal work, including sewerage and drainage systems, highways, roads, bridges, and similar structures or projects where the cost of the completed work will be equal to or in excess of Fifty Thousand (\$50,000.00) Dollars shall be licensed as required by the Act. Subcontracts involving Fifty Thousand (\$50,000.00) Dollars or more of electrical work, plumbing work, masonry work, or heating, ventilating or air conditioning work must be done by licensed contractors. The Contractor is required to be a licensed general contractor, and where required by the Act, subcontractors must be licensed.
- 9.6 Hindrances and Delays. The Contractor expressly agrees that the construction period named in these Contract Documents includes allowance for all hindrances and delays incident to the work. It is understood and agreed that no claim shall be made by the Contractor for hindrances or delays from any cause during the progress of the work, except as provided otherwise under the terms of these Contract Documents.
- 9.7 Losses from Natural Causes. It is understood and agreed that all loss or damage arising out of the nature of the work, or from the action of the elements, or from floods or overflows, or from ground water, or from seepage, or from any unusual obstruction or difficulty, or from any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.
- 9.8 New Job Opportunities. The Contractor shall, to the maximum extent practicable, follow hiring and employment practices that will insure the availability of new job opportunities for unemployed and underemployed persons. The Contractor shall insert, or cause to be inserted, a similar provision in each contract with Subcontractors or Suppliers.

END OF DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITIES SPECIFICATIONS

Following is the standard language which must be incorporated into all solicitations for offers and bids on all construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

"Minority" includes:

- a. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- b. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- c. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- d. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

END OF DOCUMENT

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

The City of Chattanooga is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any Contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of employees annotated by job function, race and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.
6. The Contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions by the Contractor and/or subcontractor shall be a breach of this contract.

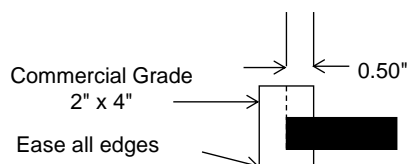
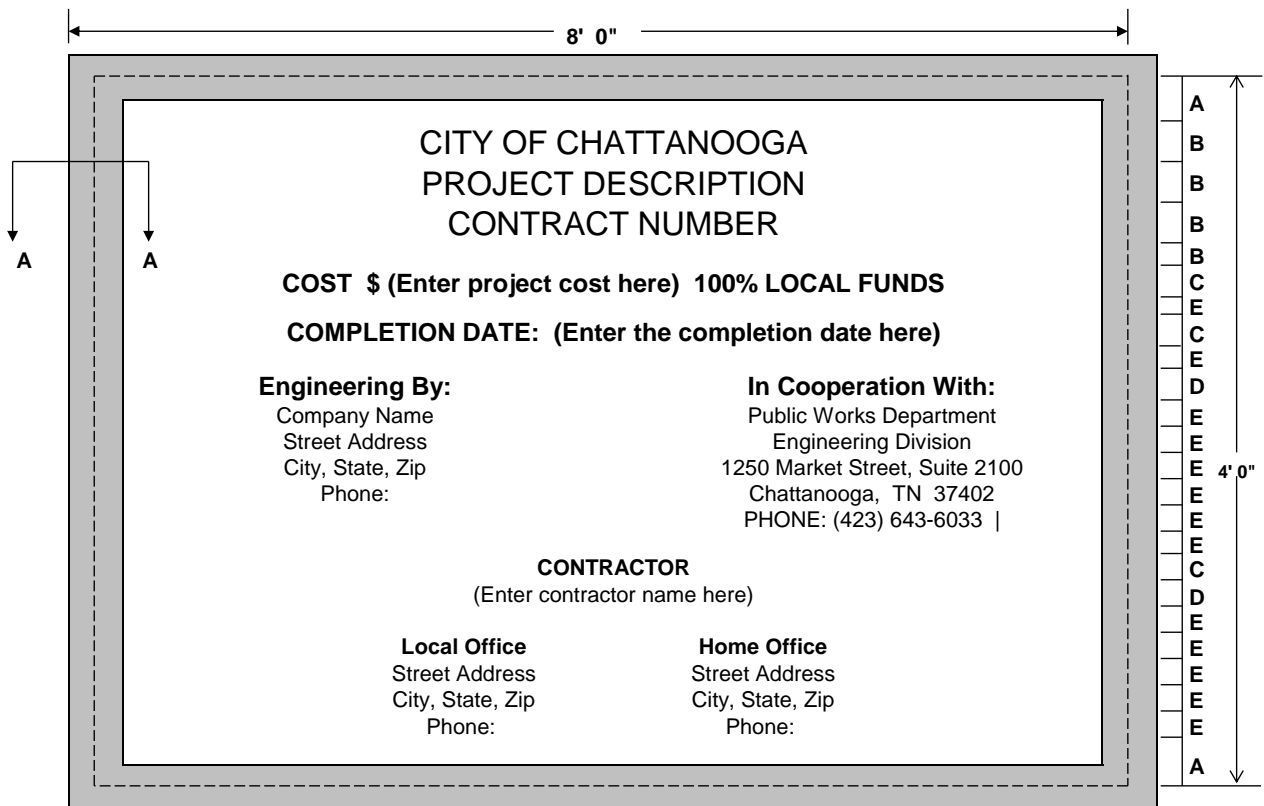
END OF DOCUMENT

SECTION 00835

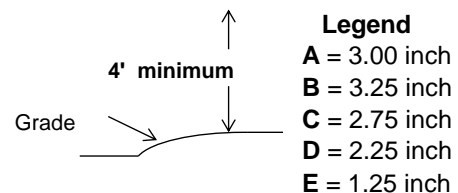
PROJECT SIGN

The Contractor shall erect two signs identifying the construction project at locations to be designated by the Engineer. The sign shall be substantially in accordance with the drawing on page 00835-1 and shall be made of oil base paint on 3/4-inch exterior plywood and maintained in good conditions until completion of the work defined under these Contract Documents. The Contractor shall submit a layout of the sign for approval by the Engineer.

No separate payment will be made for the signs. Payment shall be included in the unit or lump sum prices bid for other sections of work.



Section A - A



Notes:

1. Sign to be 3/4 inch thick exterior grade plywood.
2. Provide adequate supports to keep sign above prevailing grade to permit public viewing.
3. Edge, trim, and letters shall be dark blue; background shall be white.

PROGRESS PAYMENT REQUEST

PAY ESTIMATE NUMBER: _____ **PERIOD: FROM** _____ **TO** _____
CONTRACT NUMBER: _____ **RESOLUTION NUMBER:** _____
PROJECT NAME: _____ **PO NUMBER:** _____
SUBMITTED BY: _____

According to the best of our knowledge and belief, we certify that all items and amounts shown on the face of this periodic estimate for partial payment are correct, that all work has been performed and/or materials supplied in full accordance with the requirements of the referenced contract, and/or duly authorized deviations, substitutions, alterations, and/or additions that the foregoing is a true and correct statement of the contract account up to and including the last day of the period period covered by this periodic estimate and that no part of the Balance Due this payment has been received.

As per contract specification requirements we understand and agree that the approval of this progress payment shall not be construed as acceptance of any work, material, or products and shall not relieve us in any way from our responsibilities and obligations under this contract, including but not limited to, a final reconciliation of quantities and related costs.

NET AMOUNT DUE _____

SIGNED BY _____

SIGNATURE _____

DATE: _____

TITLE _____

APPROVALS

I certify that the above process payment request appears to be accurate and is in general compliance with the amount of work completed during progress payment period.

REVIEWED BY			
	(Print Name)	(Print Name)	(Print Name)
SIGNATURE & DATE			
TITLE	Inspector	Project Coordinator	City Project Manager

APPROVED FOR PAYMENT

BY: _____ **DATE:** _____
CITY ENGINEER OR DESIGNEE

Contract Name: _____

Contract Number: _____

New Retainage Escrow Account Set-up Form - Suntrust

(1) Legal Business Name:

(2) Business Address:

(3) TIN (Tax Identification No):

(4) Contact Name:

Telephone:

Email:

(5) Authorized Signer's Name & Title for Retainage Account:

(6) Owner's Names with Titles and Percentages:

(7) Please provide a copy of the following document that applies:

Corporation Articles of Incorporation

LLC Operating Agreement & Articles of Organization

Partnership Partnership Agreement

Reference Contract # _____

Contract Name: _____

LIMITED POWER OF ATTORNEY

Be it known that the undersigned CONTRACTOR _____
of the County of _____, State of _____
_____ hereby makes and appoints the CITY of CHATTANOOGA
("CITY") its true and lawful attorney for specific and limited purposes necessary to empower
CITY to substitute certain retained funds for securities consistent with Tenn. Code Ann. § 12-4-
108(c) and take custody of the securities and to negotiate said securities at any time and to any
extent necessary to cause the contract to be fulfilled in accordance with its provisions.

CITY shall purchase said securities issued by SUNTRUST BANK consistent with CITY's
power to enter into a trust agreement with said bank as set forth in Tenn. Code Ann. § 12-4-108(i).

CITY shall perform all acts under this Limited Power of Attorney consistent with the
requirements set forth in Tenn. Code Ann. § 12-4-108.

This Limited Power of Attorney is effective upon execution and shall remain in effect until
such time of completion of the contract and satisfaction of any statutory obligations with respect
thereto.

Signed this _____ day of _____, _____

Signature _____

Title _____

Reference Contract # _____

Contract Name: _____

CORPORATE RESOLUTION

BE IT RESOLVED, that _____, a Tennessee Corporation, hereby authorized and empowers the following Officers:

to make, execute and deliver, in behalf of the corporation, unto the CITY OF CHATTANOOGA ("CITY"), its ATTORNEY-IN-FACT, with full power and authority to substitute certain retained funds for securities and take custody of and negotiate said securities at any time and to any extent necessary to cause the contract to be fulfilled. Pursuant to Tenn. Code Ann. § 12-4-108, SUNTRUST BANK shall oversee the safekeeping, custodial care and servicing of securities to the extent necessary to effectuate the purposes of the applicable state law.

BE IT ALSO RESOLVED, that the foregoing resolutions and the authority granted the individuals herein named, shall continue until canceled by delivery to and receipt by CITY, of written notice by a duly authorized representative of the corporation canceling any or all of the foregoing resolutions.

IN WITNESS WHEREOF, I have executed my name as Secretary this _____ day of _____, _____.

BY: _____

TITLE: _____

Contract Name: _____

Contract Number: _____

ESCROW AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, by and between the CITY OF CHATTANOOGA (“Project Owner”), _____ (“Contractor”), and SUNTRUST BANK, a Georgia state banking corporation (“Bank”) as escrow agent.

WITNESSETH:

WHEREAS, Project Owner and Contractor entered into a construction contract dated _____ (the “Contract”). The Contract provides that five percent (5%) of progress payments made under the Contract will be withheld as retainage (“Retainage”) from the total of progress payments made by Project Owner to Contractor; and

WHEREAS, pursuant to T.C.A. § 66-34-104 (the “Statute”), the amount withheld as Retainage is to be deposited in a separate escrow account maintained with a third party, at which time the funds pass out of the control of the Property Owner and shall become the sole and separate property of the Contractor, subject to the terms of this Escrow Agreement; and

WHEREAS, Project Owner and Contractor desire that all Retainage withheld under the Contract, be deposited in an interest bearing escrow account pursuant to and in compliance with the Statute; and

WHEREAS, Bank has agreed to accept the Retainage and cause it to be placed in an interest bearing escrow account and to act as escrow agent for said account.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises hereinafter set forth, it is agreed as follows:

1. In accordance with the requirements of the Statute, Project Owner shall deposit and the Bank shall hold in an interest bearing escrow account, Account No. _____ (“Escrow Account”) all Retainage held pursuant to the Contract.

2. All Retainage withheld from payments to Contractor by Project Owner under the Contract, from this date forward, be deposited in said Escrow Account.

3. The Bank, as escrow agent, shall hold and maintain the Retainage in the Escrow Account until the Bank is presented with a release signed by Project Owner and Contractor, a form of which is attached hereto as Exhibit A, authorizing the disbursement of all or a portion of the funds held on deposit in the Escrow Account plus any accrued interest to Contractor; provided that notwithstanding this Section 3, the Bank may comply with the order of any court of applicable jurisdiction which affects the payment of all or any portion of the funds in the Escrow Account.

The account will use Contractor's tax identification number, and Contractor will furnish the Escrow Agent with a W-9 form for this purpose.

4. In the event of any dispute between the parties resulting in adverse demands being made in connection with this deposit in Escrow, or in the event that any of the parties hereto do not agree as to the disposition of the funds in the Escrow Account, the parties hereto agree that the Bank shall be released of any further obligation under this Agreement by tendering the funds maintained in the Escrow Account into a court of competent jurisdiction in an action in the nature of an interpleader, and the Bank shall have the right to recover its reasonable attorney fees and costs from Project Owner and Contractor, each of whom shall be jointly and severally liable therefor.

5. The Contractor hereto agrees to indemnify and hold Bank harmless from any loss, damages, or liabilities of any kind whatsoever, whether foreseen or unforeseen, whether direct or indirect arising out of or in connection with this Agreement, the Escrow Account and the funds contained therein, or the performance of the Bank's obligations hereunder, except liability resulting from Bank's gross negligence or willful misconduct. The Bank may rely upon the signatures of any correspondence from either or both of Project Owner and/or Contractor as being the authentic signatures of the Project Owner or Contractor or, if the Project Owner or Contractor are not natural persons, of persons duly authorized to act on behalf of the Project Owner or Contractor.

6. The Bank shall not be bound by any modification, amendment, termination, cancellation, rescission or supersession of this Escrow Agreement unless the same shall be in writing and signed by all of the other parties hereto and, hereunder are effected thereby, unless it shall have given prior written consent thereto.

7. The Project Owner and Contractor agree, jointly and severally, to reimburse the Bank for any all costs, damages, expenses or claims, including attorney's fees, which Bank may incur or sustain as a result of or arising out of this Escrow Agreement or Bank's duties relating thereto (except for Bank's willful misconduct or negligence) and will pay them ON DEMAND; and the Bank is hereby given a lien upon, and security interest in, the property deposited in the Escrow Account, to secure Bank's rights to payment or reimbursement.

8. The Bank agrees to provide a statement of the Escrow Account each month to the Project Owner during the term of this Escrow Agreement.

9. The Bank shall receive **no fee** in connection with its rendering of services as escrow agent pursuant to the terms of this Escrow Agreement.

10. The Project Owner and Contractor acknowledge that subject to the rights of Contractor to the Retainage, the Bank maintains a security interest and lien against the Escrow Account and funds contained therein.

11. The Contractor agrees that the Project Owner is not responsible to Contractor for any loss of the Retainage that occurs should Bank be placed in receivership, be taken over by its regulators or otherwise be subject to financial failure.

12. This Escrow Agreement may be executed in three or more counterparts, each of

which will be deemed to be an original agreement, but all of which will constitute one and the same document. A counterpart executed by a party and transmitted by facsimile to the other parties will have the same effect as delivery of the original counterpart.

13. This Agreement shall be construed in accordance with the laws of the State of Tennessee without regard to its conflict of law principles.

ENTERED INTO as of the date first above written.

CONTRACTOR:

By: _____

Title: _____

PROJECT OWNER:

CITY OF CHATTANOOGA

By: _____

Title: _____

BANK:

SUNTRUST BANK

By: _____

Title: _____

Contract Name: _____

Contract Number: _____

EXHIBIT A

RELEASE

The undersigned, City of Chattanooga, as the Project Owner pursuant to a Construction Contract with _____ (“Contractor”) dated _____ (the “Contract”) hereby certifies that Contractor fully and completely finished all work required of Contractor pursuant to such Contract, except work which may be required pursuant to any guaranty or warranty contained in such Contract, and the undersigned hereby authorizes SunTrust Bank (“Bank”) to release _____ (\$_____) paid as retainage pursuant to that certain Escrow Agreement between and among the undersigned, City of Chattanooga (“Project Owner”), Contractor, and Bank, and dated the _____ day of _____, 20____, which agreement is specifically incorporated herein by reference.

This release is executed for the sole purpose of releasing the amounts held in escrow as aforesaid and specifically does not, and shall not, be construed to release or otherwise affect any claims or rights which Project Owner has or may have against Contractor pursuant to said contract or the work performed thereunder.

Attest:

PROJECT OWNER:

Secretary

CITY OF CHATTANOOGA

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

Affiant makes oath that the above is true, as sworn before me, a Notary Public, this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

(SEAL)

APPROVED BY CONTRACTOR:

By: _____
Title: _____

SECTION 01010 SUMMARY OF WORK

PART 1 – GENERAL

1.1 Section Includes

This request solicits proposals to furnish the Chattanooga Downtown Redevelopment Corporation Board, hereinafter referred to as “CDRC”, with proposals to design and build a surface parking lot at 1200 King Street, hereinafter referred to as “project”.

1.2 Description of the Work

- A. The work covered by this Contract consists of :
Although the CDRC wants to maximize the parking that can be obtained in the parking lot, the project is intended to meet all current rules and requirements of the City of Chattanooga including but not limited to landscaping, space sizes, lighting, and storm water. Note the lot is in the Form Based Code areaThe pavement design is expected to meet or exceed a 2.28 Structural Number. Specific consideration should be given to direct water flow away from the adjacent building with a temporary solution to be implemented as soon as possible. Payment and Performance Bonds will be required as part of this project as well.
- B. The City Engineer reserves the right to substitute, add, delete, increase, decrease in any form or fashion as necessary the scope of work under the provisions of this Contract, including the projects noted above.
- C. This project shall be assigned a unique project number by the Engineer. The Contractor shall execute this project in complete compliance with the requirements of this contract. All records of the Contractor shall conspicuously identify them to be associated with the unique project number assigned by the Engineer.
- D. The work covered under this project shall consist of furnishing all materials, equipment and labor for the full depth reclamation of designated streets including but not limited to mobilization, parking sign placement, public notification, placement of traffic control devices per MUTCD, cleaning and conditioning of the roadways, repair of base failures as needed, the adjustment of sanitary manholes and other publicly owned structures as required, milling as directed, cement and water addition, grading, compaction, saw cutting and installation of traffic signal loop wires where required and placement of temporary and permanent pavement markings as required.

- E. The Engineer shall provide a set of standard City details, as needed, which shall be applicable to this project. The Contractor shall be called in for a Pre-Construction meeting at which time the Engineer shall issue notice to proceed. The Contractor shall have ten (10) days or an agreed to start date to start construction.

1.3 Items regulating the Execution of the Work.

- A. Attention to Work

For this project, the Contractor shall give his personal attention to and shall supervise the work to the end that it shall be prosecuted faithfully; and, when he is not personally present on the work, he shall at all times be represented by a competent superintendent or foreman who shall be present at the work and who shall receive and obey all instruction or orders given under this Contract, and who shall have full authority to execute the same, and to supply materials, tools and labor without delay, and who shall be the legal representative of the Contractor. The Contractor shall be liable for the faithful observance of any instructions delivered to him or to his authorized representatives.

- B. Access to Work

The Contractor shall at all times provide proper facilities for access and inspection of the work by representatives of the Owner and of such official Governmental agencies as may be designated by the Owner as having jurisdictional rights to inspect the work.

- C. No Parking Signs

The Contractor shall place “NO PARKING” signs 48 hours prior to beginning work at a project location. The Contractor shall notify the City’s designated Inspector/ Project Manager when the signs have been placed and if vehicles have not been moved at such time as work is scheduled to begin. No additional cost shall be paid to the Contractor while the Owner is making arrangements to get the vehicle moved or towed.

- D. Work on State Highway

Where the work on this project encroaches upon the right-of-way of any State or Interstate Highway right-of-way, the owner will execute a contract with proper authorities for the proposed work.

The Contractor shall notify the proper authorities prior to entering upon such right-of-way and shall be responsible for all damage and for satisfying the requirements of these authorities.

- E. Work on Private Property

Where the work on this project encroaches upon private property, the Owner shall provide easements and/or right-of-entry in or onto said property. Work performed in such easements is subject to the provisions of the easement agreement on file with the City of Chattanooga Engineering Department.

The Contractor shall be responsible for obtaining any additional agreements which may be deemed necessary for the storage of equipment or materials outside

of public easements or rights of ways for this project. The Contractor shall obtain a written agreement between the Contractor and Land Owner and forward it to the Engineer prior to use of said property.

The Contractor shall be responsible for the preservation of and shall use every precaution to prevent damage to all trees, shrubbery, fences, culverts, mailboxes, bridges, pavements, driveways, sidewalks, houses or building and all water, sewer, gas, telephone and electric lines thereto and all other private and public property along or adjacent to the work.

Any damage that occurs will be restored to a like condition as existed prior to construction, in the Contract Documents, unless otherwise indicated or specified.

Forty-eight (48) hours prior to construction on any easement or streets the Contractor shall notify in writing the affected property owners in the area. This notification shall include the Contractor's name and the name and phone number of the contact person.

F. Monthly Job Site Meetings

Once a month, on a date mutually agreed upon by the Contractor and the Engineer, a job site meeting shall be held for review of the Project, including, but not limited to: The construction schedule, traffic control, pending submittals, and any other issues that may arise. This meeting shall be used to review the contractor's monthly applications for payment.

G. Contract Working Hours

All work shall be performed during regular working hours unless mutually agreed upon and approved in writing by the City Engineer. The Contractor will not permit overtime work or the performance of work on Sunday or any legal holiday without the Owner's written consent given after prior 24 hour written notice to the Engineer. Saturday work shall also require prior 24 hour written notice. Regular working hours are Monday through Saturday from 7:00 A.M. to 8:00 P.M. The actual costs of the Owner's and Engineer's inspection of the work performed outside of regular working hours will be billed to the Contractor and deducted from the Contractor's application for payment as they occur.

END OF DOCUMENT

SECTION 01025
UNIT PRICES

1.01 UNIT PRICES: Contractor shall include among the other Work in the Lump Sum Base Bid Assigned Unit Prices which are described on the Bid Form.

- A. Unit Prices are a price per unit of measurement for complete work based on the units listed in each Unit Price description.
- B. Each Unit Price includes all labor, material, overhead, profit, all applicable taxes, waste and all other incidentals for all Contractors and Subcontractors involved in the Unit Price Work.
- C. The Owner reserves the right to reject the Contractors measurements of work-in-place that involves use of established Unit Prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

END OF DOCUMENT

SECTION 01035

WEATHER DELAYS

1. GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Standards set for weather delays.
- B. Procedures for claim submittals.

1.2 EXTENSIONS OF CONTRACT TIME

- A. If the basis exists for an extension of time in accordance with Paragraph 12.3 of the General Conditions, then an extension of time on the basis of weather may be granted only for the number of weather delay days in excess of the number of weather days listed as the Standard Baseline for that month.

1.3 STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A. The Engineer has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the State of Tennessee.
- B. The Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time.
- C. The Standard Baseline is as follows:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	10	10	10	11	8	11	7	9	8	9	12

1.4 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse weather is defined as the occurrence of one or more of the following conditions which prevents only exterior construction activity or access to the site within a 24 hour period:
 - 1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.

2. Temperatures which do not rise above 32 degrees F by 10:00 AM.
 3. Standing snow in excess of one inch (1.00").
- B. Adverse weather may include, if appropriate, "dry-out" or "mud" days when all of the following conditions are met:
1. For rain above the Standard Baseline.
 2. Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings.
 3. At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- C. A weather delay day may be counted only if adverse weather prevents work on the project for 50 percent or more of the Contractor's scheduled work day, including a weekend day or holiday if the Contractor has scheduled construction activity that day.

1.5 DOCUMENTATION AND SUBMITTALS

- A. Submit Daily Jobsite Work Log showing which and to what extent construction activities have been affected by weather on a monthly basis.
- B. Submit actual weather data to support a claim for the time extension obtained from nearest NOAA weather station or other independently verified source approved by the Engineer at the beginning of the project.
- C. Maintain a rain gauge, thermometer, and clock at the jobsite. Keep daily records of precipitation, temperature, and the time of each occurrence throughout the project.
- D. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
- E. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established in Paragraphs 7.14 of the General Provisions, Section 00830.
- F. No extra cost will be incurred by the Owner for any extra time increase to the contract.

2. PRODUCTS NOT USED

3. EXECUTION NOT USED

END OF SECTION

SECTION 01080

APPLICABLE CODES AND STANDARDS

1.01 GENERAL

A. All materials, equipment, fabrication, and installation practices shall comply with the following applicable codes and standards, except in those cases where the Contractor's quality standards establish more stringent quality requirements, as determined by the Engineer.

1. Pressure Piping and Tubing
ANSI (American National Standards Institute)
API (American Petroleum Institute)
ASME (American Society of Mechanical Engineers)
AWWA (American Water Works Association)
NSF (National Sanitation Foundation)
2. Materials
AASHTO (American Association of State Highway and
Transportation Officials)
ANSI (American National Standards Institute)
ASTM (American Society for Testing and Materials)
3. Painting and Surface Preparation
NACE (National Association of Corrosion Engineers)
SSPC (Steel Structures Painting Council)
4. Gear Reducers and Bearings
AFBMA (Anti-Friction Bearing Manufacturers Association)
AGMA (American Gear Manufacturers Association)
5. Ventilating Fans
AMCA (Air Moving and Conditioning Association)
PFMA (Power Fan Manufacturer Association)
6. Electrical and Instrumentation
EIA (Electronic Industries Association)
IEEE (Institute of Electronic Electrical Engineers)
IPC (Institute of Printed Circuits)
IPCEA (Insulated Power Cable Engineers Association)
ISA (Instrument Society of America)
NEMA (National Electrical Manufacturers Association)
NFPA (National Fire Protection Association)
UL (Underwriter's Laboratories)
7. Aluminum Structures
AA (Aluminum Association)
AAMA (Architectural Aluminum Manufacturer's Association)
8. Steel Structures

AISC (American Institute of Steel Construction)

9. Concrete Structures
ACI (American Concrete Institute)
10. Welding
ASME (American Society of Mechanical Engineers)
AWS (American Welding Society)
11. Safety
OSHA (Occupational Safety and Health Administration)
MUTCD (Manual on Uniform Traffic Control Devices)
12. General Building Construction
FM (Factory Mutual Fire Insurance Company)
NFPA (National Fire Protection Association)
SBC (Southern Building Code)
13. Subgrades and Pavement
SSRBC (Standard Specifications for Road and Bridge
Construction, Tennessee Department of Transportation)
14. Ductwork and Sheet Metal Work
SMACNA (Sheet Metal and Air Conditioning Contractors
National Association)
15. Plumbing
AGA (American Gas Association)
NSF (National Sanitation Foundation)
PDI (Plumbing Drainage Institute)
SPC (SBCC Standard Plumbing Code)
16. Refrigerating, Heating, and Air Conditioning
ARI (American Refrigeration Institute)
ASHRAE (American Society of Heating, Refrigeration, and
Air Conditioning Engineers)
17. Pressure Vessels
ASME (American Society of Mechanical ENGINEERS)

In addition, all work shall comply with the applicable requirements of local codes, utilities, and other authorities having jurisdiction.

- B. All material and equipment, for which a UL Standard, an AGA approval, or an ASME requirement is established, shall be so approved and labeled or stamped. Label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

END OF DOCUMENT

SECTION 01090 ABBREVIATIONS

1.01 GENERAL

Wherever in these Specifications and Contract Documents the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.02 ABBREVIATIONS

AA	-	Aluminum Association
AAMA	-	Architectural Aluminum Manufacturer's Association
AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
ACPA	-	American Concrete Pipe Association
AEIC	-	Association of Edison Illuminating Companies
AFBMA	-	Anti-Friction Bearing Manufacturers Association
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AIA	-	American Institute of Architects
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
AITC	-	American Institute of Time Construction
ANSI	-	American National Standards Institute
AMCA	-	Air Moving and Conditioning Association
APA	-	American Plywood Association
APHA	-	American Public Health Association
API	-	American Petroleum Institute
APWA	-	American Public Works Administration
ARC	-	Appalachian Regional Commission
AREA	-	American Railroad Engineering Association
ASA	-	American Standards Association
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWS	-	American Welding Society
AWWA	-	American Water Works Association
CFR	-	Code of Federal Regulations
CRSI	-	Concrete Reinforcing Steel Institute
CTI	-	Cooling Tower Institute
DEMA	-	Diesel Engine Manufacturers Association
EDA	-	Economic Development Administration
EPA	-	Environmental Protection Agency
FmHA	-	Farmers Home Administration
FS	-	Federal Specifications
HEI	-	Heat Exchange Institute

IEEE	-	Institute of Electronic and Electrical Engineers
IES	-	Illuminating Engineering Society
IPCEA	-	Insulated Power Cable Engineers Association
IPC	-	Institute of Printed Circuits
ISA	-	Instrument Society of America
MBMA	-	Metal Building Manufacturers Association
MSS	-	Manufacturers Standardization Society of the Valve and Fitting Industry
MUTCD	-	Manual on Uniform Traffic Control Devices
NAAMM	-	National Association of Architectural Metal Manufacturers
NACE	-	National Association of Corrosion Engineers
NBFU	-	National Board of Fire Underwriters
NBS	-	National Bureau of Standards
NCPI	-	National Clay Pipe Institute
NEC	-	National Electric Code
NEMA	-	National Electrical Manufacturers Association
NFPA	-	National Fire Protection Association
NRMA	-	National Ready-Mix Association
OSHA	-	Occupational Safety and Health Administration
PCA	-	Portland Cement Association
PCI	-	Prestressed Concrete Institute
SBC	-	Southern Building Code
SMACNA	-	Sheet Metal and Air Conditioning Contractors National Association
SSPC	-	Steel Structures Painting Council
TCA	-	Tile Council of America
TDEC	-	Tennessee Department of Environment and Conservation
TEMA	-	Tubular Exchangers Manufacturers Association
UBC	-	Uniform Building code
UL	-	Underwriters Laboratories
USDC	-	United States Department of Commerce
WBCF	-	Water Pollution Control Federation

END OF DOCUMENT

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SCOPE

This section describes the methods by which measurement will be made of the quantities for which payment will be made for the project. It is the intention of this Specification that payment will be made for those items listed in the Bid Schedule only. All items of work not specifically listed in the Bid Schedule shall be included in the prices for the various items listed on the bid schedule.

PART 2 - PRODUCTS

2.01 MEASUREMENT AND PAYMENT

Partial payment shall be made for approved materials stored at the project site at the presentation of material invoices in the proper manner.

PART 3 - EXECUTION

3.01 OTHER SECTIONS

- Section 01080 Applicable Codes and Standards
- Section 01090 Abbreviations
- Section 01150 Measurement and Payment
- Section 01220 Progress Meetings
- Section 01300 Submittals
- Section 01620 Transportation and Handling
- Section 01630 Storage and Protection
- Section 01700 Cleaning
- Section 01720 Project Record Documents
- Section 01730 Guarantees and Warranties
- Section 02751 Preparatory Cleaning of Sewers
- Section 02753 Sewer Flow Control
- Section 03110 Concrete Formwork

3.02 SECTION 02120, VIDEO TAPING

Payment for furnishing all labor, material, equipment, and services required for the video taping of easement areas prior to construction with one set of tape(s) presented to the Owner shall be made at the lump sum price bid in the Bid Schedule.

3.03 SECTION 02220, EARTHWORK

A. Measurement and Payment

1. Excavation

- a. No separate measurement or payment will be made for trench earth excavation for sewers and other pipelines, nor for any other appurtenant facilities such as manholes, inlets, outlets, headwalls, collars, saddles, piers, and pipe protection or encasement. Payment for all such excavation shall be included in the unit prices bid per linear foot of the various sizes of pipe laid for the respective trench depths as provided for in the contract Bid Schedule. Trench depths shall be the vertical distance between the ground surface and the invert elevation of the pipe. Where special bedding or cradles are shown on the Drawings or required by the Engineer, no allowances shall be made for extending earth excavation in trenches to the bottom of such bedding or cradles; such costs shall be included in the unit price bid per cubic yard of bedding material or cradle.
- b. The removing of all pavements, pavement foundations, sidewalks, driveways, etc., will be included in the trench excavation for which payment will be made as provided for in Paragraph a. above. No separate payment will be made for these items.
- c. No separate payment shall be made for pumping, bailing, draining, clearing, grubbing, backfilling, borrow excavation, removing vegetable growth, debris, buildings, or waste material nor for the disposal of any materials or similar work. Where sewers or structures are located in, near, or across streambeds or drainage ditches, no separate payment shall be made for diverting the stream flow or drainage and dewatering each section as the work progresses.

2. Sheet piling and Shoring

No measurement or payment will be made for sheet piling and shoring left in place in trenches in accordance with these Specifications.

3. Crushed Rock Backfill Under Pavement

Crushed rock backfill as required by these Specifications and/or shown on the Drawings shall be expressed in linear feet of crushed rock backfill at the applicable depth for each size and type of pipe as shown in the Bid Schedule and shall be measured linearly along the centerline of the trench at the surface level for sewer mains and service lines placed in or across existing paved streets, driveways and parking areas. No separate payment will be made for (48) inches of crushed rock backfill.

4. Crushed Rock Bedding Material

Crushed rock bedding material as required by these Specification and/or shown on the Drawings shall be measured by the cubic yard of bedding required in excess of Class C bedding. Payment for crushed stone or gravel placed as required by the Drawings or Specifications or as directed by the Engineer shall be made for the quantities determined in the manner specified above at the unit price bid per cubic yard of crushed rock bedding material in the Bid Schedule and shall include the cost of removing all subgrade materials regardless of classification to the required or specified bottom of the crushed stone bedding.

5. Rock Excavation

No separate measurement or payment will be made for trench rock excavation for sewers and other pipelines, nor for any other appurtenant facilities such as manholes, inlets, outlets, headwalls, collars, saddles, piers, and pipe protection or encasement. Payment for all such excavation shall be included in the unit prices bid per linear foot of the various sizes of pipe laid for the respective trench depths as provided for in the Bid Schedule for this contract. Where special bedding or cradles are shown on the Drawings or required by the Engineer, no allowance shall be made for extending rock excavation in trenches to the bottom of such bedding or cradle.

3.04 SECTION 02242, CLAY OR FLOWABLE MORTAR FILL FOR CUTOFF WALLS

Clay or flowable mortar fill cutoff material as required by these Specifications and/or shown on the Drawings shall be measured by the cubic yard required. Payment for cutoffs placed as required by the Drawings or Specifications or as directed by the Engineer shall be made for the quantities determined in the manner specified above at the unit price bid per cubic yard of cutoff material in the Bid Schedule and shall include the cost of removing all subgrade materials regardless of classification to the required or specified bottom of the bedding.

3.05 SECTION 02270, SLOPE PROTECTION AND EROSION CONTROL

A. Measurement and Payment

1. Measurement and payment for temporary silt fence, baled straw checks, and temporary sediment basins shall be for the materials labor, equipment, etc., for the complete installation of these items included in the unit price bid in the Bid Schedule.
2. No separate payment shall be made for incidental or unlisted erosion control measures nor for cleaning and/or replacement of any measures which become loosened, torn, undermined, or washed out. The cost of this work is to be included in the unit price bid for items under Section 02270.

3.06 SECTION 02485, SEEDING AND MULCHING

A. Measurement and Payment

1. No separate payment will be allowed for seeding and mulching. The payment for all materials, labor, equipment, etc., necessary for the completion of work under this section shall be included in the unit or lump sum prices bid for other items of work.

3.07 SECTION 02560, MANHOLES

A. Measurement and Payment

1. The quantities of standard manholes as shown on the Drawings for which payment shall be allowed shall be the actual number of each type, size, and applicable depth of manhole, 6 feet deep or less, installed by the Contractor and accepted by the Engineer.
2. The depth of standard manholes will be measured from the top of the manhole frame to the invert of the sewer leaving the manhole. The depth of special manholes constructed on top of concrete junction chambers, precast concrete tee manhole bases or curved manhole bases, cast in place, will be measured from the top of the manhole frame to the top of the concrete of the junction chamber, precast concrete tee base or curved manhole base, cast in place.
3. For manholes more than 6 feet in depth, payment will be allowed for extra depth per vertical foot for each foot thereof over 6 feet at the applicable unit price provided for in the Bid Schedule. Fractions of a foot of extra depth shall be accumulated until one extra foot has been constructed and then considered for payment.
4. Payment for precast concrete tee manhole bases shall be the actual number of each size furnished and installed by the Contractor and accepted by the Engineer.
5. Junction Chamber - Payment for furnishing all materials, labor, etc., including unclassified excavation, concrete, reinforcing steel, toe pockets, maintenance of existing sewage flow, required adjustment of existing sewers, topsoil, and seeding, all required to complete the junction chamber as shown on the Drawings and in the applicable Specifications shall be included in the applicable lump sum price bid for junction chambers listed in the Bid Schedule. Payment for pipe sewer will not be allowed through the junction chamber.
6. All other items such as pavement replacement, plugged stubs, etc., shall be paid for under their respective items in the Bid Schedule as elsewhere provided herein.
7. Payment for all manholes as constructed under these Specifications shall be made for the quantities determined in the manner specified above as listed under the applicable pay items in the Bid Schedule. These amounts, so paid, shall constitute full compensation to the Contractor under this item and shall cover the cost of furnishing all labor, materials, tools, plant, equipment, services, and other expenses in connection with the construction of manholes, complete in place, including unclassified excavation, backfill, masonry, all castings, concrete, reinforcing steel, inspection, and test, all as herein specified.

8. Payment for connections to existing manholes by boring and booting shall be made for the actual number furnished and installed regardless of size and accepted by the Engineer.
9. All drop manholes shall be measured and paid for as specified for standard manholes and, in addition, extra payment will be allowed at applicable contract unit price for each drop connection, including excavation, pipe specials, riser pipe, and concrete encasement as provided for in the Bid Schedule.
10. Payment for manhole adjusting rings furnished for future paving shall be made of the actual number furnished by the Contractor and accepted by the Engineer.
11. Payment for curved manhole bases, cast-in-place, shall be made at the applicable bid price for Class A concrete and reinforcing steel shown in the Bid Schedule. Measurements shall be made in accordance with the applicable provisions of these Specifications. No separate payment shall be made for excavation, backfill, or castings required to complete the work.
12. No separate payment will be allowed for manhole vacuum testing. Costs of performing this work shall be included in the unit price bid for manholes.

3.08 SECTION 02607, NEW AND REPLACEMENT PAVING AND SIDEWALKS

A. Measurement

1. Paving

- a. The quantities of the various types of paving for which payment will be made shall be expressed in linear feet of street occupied by the main sewer and shall be measured along the centerline of the street from the point of entry to the exit point or by the contract price per ton as shown in the bid schedule. When the paving is to be replaced for trench width only, separate payment will be made for replacing paving over service lines extending from the edge of the main sewer line paving to the edge of pavement. If the street is to be repaved full street width, the Contractor shall satisfy himself as to the average width of the street. Payment will be allowed only one way through street intersections when full width of street is paved. No separate payment will be made for raising manholes to finished grade of pavement using brick and/or precast concrete rings.
- b. In streets having Type 1 cement concrete paving, and Type 5, Double Bituminous surface treatment, the quantity of paving shall be expressed as linear feet of sewer line trench as measured along the centerline of the main sewer lines and service lateral lines.
- c. The quantity of paving replacement in asphalt drives and parking lots for which payment will be allowed shall be measured by the ton, accepted, and placed as indicated by the Engineer.

2. The quantity of sidewalks for which payment will be made shall be expressed in square feet and shall be obtained from surface measurements.
3. The quantity of asphaltic concrete curbs for which payment will be made shall be expressed in linear feet of asphaltic concrete curb.
4. The quantity of Portland cement concrete curbs for which payment will be made shall be expressed in cubic yards of Class A Concrete, as specified under Section 03310, "Cast-In-Place Concrete," of these Specifications.
5. The quantities of Portland cement concrete paving in driveways for which payment will be made shall be expressed in square feet and shall be determined from surface measurements.

B. Payment

1. Payment for each type of pavement, sidewalk, asphalt curb, and crushed stone backfill furnished and installed under these Specifications shall be made for the quantities determined in the manner specified above at the applicable contract unit prices stated in the Bid Schedule. This amount, so paid, shall be compensation in full for furnishing all labor, materials, tools, plant equipment, services and other work in connection with or incidental to the construction of the roadway pavement.
2. When full width paving is required, no separate payment shall be allowed for extending paving into existing paved driveways in order to provide a smooth transition from the full width paved street to the existing driveway grade. The work shall be completed to the satisfaction of the Engineer with no separate payment being allowed.
3. No separate payment will be allowed for replacing or repairing unpaved, crushed stone, gravel or chert street surfaces, driveways or parking areas as specified in this section.
4. Payment for concrete curbs installed under these Specifications shall be made at the applicable unit price per cubic yard of concrete under Section 03310 of these Specifications.
5. No separate payment will be made for street cleanup, maintenance, preparation for paving, or raising manholes to finished grade of final pavement. The cost of this work is to be included in the unit price bid for crushed rock backfill in the base bid.

3.09 SECTION 03240, CAST-IN-PLACE CONCRETE REINFORCEMENT

A. Measurement and Payment

1. Except for reinforcing steel specified to be included in structures or facilities paid for per lump sum or per structure as set forth in the Bid Schedule, payment for reinforcing steel placed in connection with the work shall be made at the unit price per pound of reinforcing steel placed in accordance with the Drawings or as directed by the Engineer as bid in the Bid Schedule.

2. Determination of quantities will be made by the Engineer and shall be expressed in pounds of calculated weights as determined from Standard Handbook Bar Listings. No allowance shall be made for weight of clips, ties, spacers, or other fastening devices.

3.10 SECTION 03310, CAST-IN-PLACE CONCRETE

A. Measurement

1. The volumes of each class of concrete for which payment will be allowed shall be expressed in cubic yards as computed from the dimensions of the neat lines shown on the Drawings. Where concrete masonry for which specific dimensions are not given on the Drawings has been placed under the direction of the Engineer, the volume shall be determined by the Engineer from field measurements.
2. The volumes allowed for payment shall include only the items of concrete placed in accordance with these Specifications and accepted by the Engineer. No deductions will be made for pipe or conduit runs three inches or under or for individual cavities or embedded pieces less than one cubic foot each or for reinforcement.

B. Payment

Except for sidewalks, paving, and concrete for manholes, railroad and highway crossings, etc., payment for which is provided elsewhere for these items of work, payment for Class A and Class B concrete shall be made for the quantities placed at the unit prices bid per cubic yard under Section 03310 in the Bid Schedule. These amounts, so paid, shall cover the cost of furnishing all labor, materials, equipment, tools, plant services, and other expenses in connection with or incidental to the concrete work.

3.11 SECTION 02752, TELEVISION INSPECTION OF SEWERS

A. Measurement

The quantities of Television Inspection of PVC pipe sewers for which payment will be made shall be expressed in linear feet of pipe of various sizes as shown in the bid schedule and shall be the horizontal length of pipe inspected by closed circuit television viewed by pulling a Radial View Television camera through the pipe and measured along the centerline of the sewer with no deductions made for manholes.

B. Payment

Payment for Television inspection of PVC pipe by pulling a closed circuit television camera through each section shall be made for the quantities determined in A above at the contract price per linear feet as listed in the Bid Schedule. Payment will be made for testing a pipe one time only. Cost for any repeat testing of the same pipe is to be included in the price submitted in the Bid Schedule.

3.12 SECTION 15062, DUCTILE IRON PIPING AND DUCTILE AND CAST IRON FITTINGS

A. Measurement

1. The quantities of ductile iron pipe sewers, except those installed in casing pipes for railroad or highway crossings, including unclassified excavation, for which payment will be made under this item shall be expressed in linear feet for each size and type of pipe and applicable depth as shown in the Bid Schedule and shall be the horizontal length of ductile iron sewer installed complete in place as measured along the centerline of the sewer with no deductions made for tee connections or manholes. The applicable vertical depth shall be measured from the original ground surface to the invert of the sewer and shall be as shown in the Bid Schedule.
2. The quantities of ductile iron pipe sewers installed in casing pipes for railroad or highway crossing for which payment will be made under this item shall be expressed in linear feet for each size and type of pipe as shown in the Bid Schedule and shall be the horizontal length of ductile iron sewer installed complete in place as measured along the centerline of the sewer with no deductions made for manholes.
3. The weight of cast iron or ductile iron fittings for which payment will be made under this section shall be the number of pounds of fittings furnished and placed, jointed and tested, in accordance with these Specifications. The total weight of all fittings shall be the catalog weights as published for each type furnished and placed. No payment will be allowed for weights of jointing compound, bolts, nuts, washers or gaskets which shall be considered an incidental part of the fitting and included in the unit price bid per pound for fittings.

B. Payment

1. No separate payment shall be made for connections to existing sewers and to manholes or inlets. The cost of this work shall be included in the unit price bid for other items of work done under Section 15062 of the Bid Schedule.
2. No separate payment shall be made for furnishing and installing cast iron plugs. The cost of this item shall be included in the unit prices bid for other items of work done under Item 15062 of the Bid Schedule.
3. No separate payment shall be made for any borrow excavation, clearing, or backfill. The cost of these items shall be included in the unit prices bid for pipe sewers under Item 15062 and as provided for in the Bid Schedule.
4. Payment for ductile iron pipe sewers constructed under these Specifications shall be made for the quantities determined in the manner specified above at the contract price per linear foot or otherwise, as applicable, for each of the applicable pipe sizes and types listed under Section 15062 in the Bid Schedule.

5. Payment so made shall constitute full compensation to the Contractor for the material, common excavation, rock excavation, Class C bedding, backfill, installation, including all labor, materials, tools, equipment, testing, and services necessary to complete the work as specified herein.

3.13 SECTION 15064-B, POLYVINYL CHLORIDE SEWER AND SERVICE PIPE

A. Measurement

1. The quantities of pipe sewers and service lines, including unclassified excavation, for which payment will be allowed shall be expressed in linear feet for each size and type of pipe and applicable depth as shown in the Bid Schedule and shall be the horizontal length of sewer installed complete in place as measured along the centerline of the sewer with no deductions made for tee connections or manholes. The applicable vertical depth shall be measured from the original ground surface to the invert of the sewer and shall be as shown in the Bid Schedule and plugged stubs and Fernco Couplings for which payment will be allowed shall be the actual number of each size and type furnished and installed by the Contractor.
2. Reinforcing steel, rock excavation, concrete, pipe protection and/or encasement, crushed rock, gravel, or other approved bedding materials, and Class C bedding, leakage testing, and other sections of work not specifically listed in the Bid Schedule shall not be separately measured and paid for but costs for same shall be included in the unit price or lump sum price bid for other sections of work.
3. The quantities of connecting risers for which payment will be allowed shall be expressed in linear feet of pipe and bends and shall be the vertical length of riser installed in place as measured along the centerline of the riser from the centerline elevation of the sewer line to the top of the riser connection as shown on the Drawings. No separate payment will be made for bends, concrete or plastic film markers used in this construction, payment therefor being included in the linear feet of riser pipe paid for in this category.
4. The quantities of deflection testing of PVC pipe sewers for which payment will be made shall be expressed in linear feet of pipe regardless of size for all PVC pipe 8 inches or greater in diameter as shown in the Bid Schedule and shall be the horizontal length of pipe deflection tested by pulling a mandrel through it as measured along the centerline of the sewer with no deductions made for manholes.

B. Payment

1. Payment for pipe sewers, service lines, tees, risers, plugged stubs, and connections to existing sewers constructed under these specifications shall be made for the quantities determined in the manner specified above at the contract price per linear foot or per each, as applicable, for each of the applicable pipe and special sizes and types listed in the contract pay items in the Bid Schedule.

2. Payment for concrete and bedding material furnished and placed under this Specification shall be made for the quantities determined in the manner specified above at the contract price per cubic yard and as listed under the applicable items of the Bid Schedule as specified.
3. No separate payment shall be made for furnishing and installing stoppers. The cost of this item shall be included in the unit prices bid for other items of work done in the Bid Schedule.
4. No separate payment shall be made for furnishing and installing adapters, bends, increasers and tees, plastic film markers, cleanouts, and other fittings and accessories in the building service lines. The cost of these shall be included in the unit prices bid for service lines in the Bid Schedule.
5. No separate payment shall be made for connections to existing sewers and to manholes, or inlets unless called for on the plans. The cost of this work shall be included in the unit price bid for other items of work.
6. No separate payment shall be made for any unclassified or borrow excavation, clearing, or backfill in connection with sewer line construction. The cost of these items shall be included in the unit price bid for pipe sewers.
7. No separate payment shall be allowed for pressure testing of PVC pipe. Costs for this shall be included in the unit price bid in the Bid Schedule for PVC pipe.
8. The quantities of tee connections and plugged stubs and Fernco Couplings for which payment will be allowed shall be the actual number of each size and type furnished and installed by the Contractor.
9. Reinforcing steel, rock excavation, concrete, pipe protection and/or encasement, crushed rock, gravel, or other approved bedding materials, and Class C bedding, leakage testing, and other sections of work not specifically listed in the Bid Schedule shall not be separately measured and paid for but costs for same shall be included in the unit price or lump sum price bid for other sections of work.
10. The quantities of connecting risers for which payment will be allowed shall be expressed in linear feet of pipe and bends and shall be the vertical length of riser installed in place as measured along the centerline of the riser from the centerline elevation of the sewer line to the top of the riser connection as shown on the Drawings. No separate payment will be made for bends, concrete or plastic film markers used in this construction, payment therefor being included in the linear feet of riser pipe paid for in this category.
11. The quantities of deflection testing of PVC pipe sewers for which payment will be made shall be expressed in linear feet of pipe regardless of size for all PVC pipe 8 inches or greater in diameter as shown in the Bid Schedule and shall be the horizontal length of pipe deflection tested by pulling a mandrel through it as measured along the centerline of the sewer with no deductions made for manholes.

END OF DOCUMENT

SECTION 01200 PROJECT MEETINGS

PART 1 – GENERAL

1.1 SCOPE

- A. *This section specifies* administrative and procedural requirements for project meetings including but not limited to:
1. Pre-Construction Conference.
 2. Pre-Installation Conferences.
 3. Coordination Meetings.
 4. Progress Meetings
- B. *Construction schedules* are specified in another Division 1 section.

1.2 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract and other Division 1 specification sections apply to this section.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. *Attend and participate* in a pre-construction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. *Attendees.* The Owner, Engineer and their consultants, the contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. *Agenda.* Discuss items of significance that could affect progress including such topics as:
1. Tentative construction schedule.
 2. Critical work sequencing.
 3. Designation of responsible personnel.
 4. Procedures for processing field decisions and Change Orders.
 5. Procedures for processing Applications for Payment.
 6. Distribution of Contract Documents.
 7. Submittal of shop drawings, product data and samples.
 8. Preparation of record documents.
 9. Use of the premises.
 10. Office, work, and storage areas.
 11. Equipment deliveries and priorities.
 12. Safety procedures.
 13. First aid.

- 14. Security.
- 15. Housekeeping.
- 16. Working hours.

1.4 PRE-INSTALLATION CONFERENCES

A. *Conduct* a pre-installation conference at the site before each construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Engineer of scheduled meeting dates.

1. *Review the progress* of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract Documents.
 - b. Options.
 - c. Related Change Orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop drawings, product data and quality control samples.
 - g. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities.
 - o. Space and access limitations.
 - p. Governing regulations.
 - q. Safety.
 - r. Inspection and testing requirements.
 - s. Required performance results.
 - t. Recording requirements.
 - u. Protection.
2. *Record significant* discussions and agreements and disagreements at each conference, along with approved schedule. Distribute a record of the meeting to everyone concerned, promptly, including the Owner and Engineer.
3. *Do not proceed* if the conference cannot be successfully conducted. Initiate whatever actions are necessary to resolve impediment performance of work and reconvene the conference at the next feasible date.

1.5 COORDINATION MEETINGS

A. *Conduct project coordination meetings* at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings

held for other purposes, such as regular progress meetings and special pre-installation meetings.

- B. *Request representation* at each meeting party currently involved in coordination or planning for the construction activities involved.
- C. *Record meeting results* and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.6 PROGRESS MEETINGS

- A. *Conduct* progress meetings at the project site at regularly scheduled intervals but not less than monthly. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. *Attendees.* In addition to representative of the Owner and Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. *Agenda.* Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 - 1. *Contractor's Construction Schedule:* Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - 2. *Contractor's Submittal Schedule:* Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Submittal Schedule, whether on time or ahead or behind schedule. Determine how submittals behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - 3. *Review* the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Deliveries
 - e. Off-site fabrication problems.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of work.

- j. Hazards and risks.
- k. Housekeeping.
- l. Quality and work standards.
- m. Change Orders.
- n. Documentation of information for payment requests.

D. *Reporting.* No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

- 1. *Schedule Updating:* Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF DOCUMENT

SECTION 01220

PROGRESS MEETINGS

1.01 PROGRESS MEETINGS

- A. Hold regular and called meetings as progress of work dictates, but not less than monthly.
- B. Location of meetings shall be as indicated in the notice and satisfactory to the Engineer.
- C. Attendance
 - 1. Owner.
 - 2. Engineer.
 - 3. Other Contractors as pertinent to agenda.
 - 4. Subcontractors and/or suppliers as pertinent to agenda.
 - 5. Representatives of governmental or other regulatory agencies.
- D. Minimum Agenda
 - 1. Review work progress since last meeting.
 - 2. Note observations of work in progress, problems and decisions.
 - 3. Identify problems which impede planned progress.
 - 4. Review fabrication problems.
 - 5. Develop corrective measures and procedures to regain planned schedule.
 - 6. Revise construction schedule as indicated.
 - 7. Coordinate projected progress with other Contractors and Suppliers.
 - 8. Review submittal schedules and expedite as required to maintain schedule.
 - 9. Maintain quality and work standards.
 - 10. Complete other current business.
- E. The Contractor shall schedule and administer progress meetings and shall:
 - 1. Prepare agendas.

2. Distribute written notice and agendas of called meetings four days in advance of meeting date.
 3. Make physical arrangements for meetings.
 4. Preside at meetings.
 5. Record minutes, including significant proceedings and decisions.
 6. Furnish three copies of minutes to participants within four days after meetings.
 7. Distribute copies of minutes to participants within four days after meetings.
- F. The Engineer will attend meetings to ascertain that work is expedited consistent with construction schedule and with Contract Documents.
- G. The Contractor shall conduct progress meetings, as specified, during and until final acceptance of the work described under these Contract Documents.

END OF DOCUMENT

SECTION 01300

SUBMITTALS

1.01 EQUIPMENT DELIVERY AND CONSTRUCTION SCHEDULE

Not later than ten (10) consecutive calendar days after the issuance of the "Notice to Proceed," the Contractor shall submit to the ENGINEER for review a detailed schedule of major equipment delivery and installation and general construction operations, indicating the sequence of the work, the estimated dates of starting each task, and the estimated time of completion of each task. The schedule shall be broken down with respect to individual structures and facilities, indicating when existing structures or equipment would be taken out of service (if applicable). The form and content of the schedule shall be satisfactory to the ENGINEER.

1.02 SHOP DRAWINGS AND PRODUCT DATA

- A. The Contractor shall submit to the ENGINEER for review, for design concept, complete drawings and ENGINEERING data for all equipment, materials, and products to be incorporated into the work. Shop drawings and engineering data shall be provided and the ENGINEER'S review will be conducted in accordance with the requirements of the General Provisions. Shop drawings and/or engineering data, as appropriate, shall be submitted for the following items, including, but not limited to:
1. All piping, pipe fittings, pipe supports, hangers, couplings, and insulation including mill tests if requested by the ENGINEER.
 2. Miscellaneous iron castings and gratings, manhole frames and covers, curb inlets, manhole steps.
 3. All concrete and masonry accessories and steel reinforcement, including bending diagrams and bar schedules, ties, spreaders, chairs, inserts, form coatings, waterstops, curing and sealing compounds, and epoxy bonding agents.
 4. Premixed grouts and mortars.
 5. All paints and protective coatings.
 6. Grass seed, fertilizer, and commercial mulches.
 7. Precast concrete manholes, Sections, Frames and covers, steps, junction boxes, etc., inclusive of manhole boots and joint material, etc.
 8. Portland Cement Concrete design mix for Class A and Class B Concrete.
 9. Paving mix design inclusive of sieve analysis and bituminous content.

- B. Shop drawings and engineering data for equipment supplied as a pre-engineered or pre-assembled system shall include complete shop drawings and engineering data on each component of that system. In all cases, the information provided shall be sufficient to determine if the material or product conforms with the requirements of the specifications.
- C. Shop drawings and engineering data shall be prepared by the original equipment vendors or fabricators, as applicable. Purchased specifications by the Contractor or his Supplier shall not be acceptable as a substitute for actual vendor drawings and data.
- D. All shop drawings shall include a legend or other suitable means to identify all symbols and abbreviations used on the drawing. Where an accepted, industry-wide drafting symbol or standard has been established for a particular item, information depicted on the shop drawings shall conform to that standard.
- E. Shop drawings shall be dimensioned using the U.S. standard unit of measurement (feet and/or inches). Size of drawing shall not exceed 24 inches by 36 inches. All scaled drawings and details shall have the scale clearly noted on the drawing or detail. All information shall be clear and legible.
- F. Each shop drawing and each item of engineering data shall bear the Contractor's APPROVED stamp indicating that the Contractor has reviewed the drawing or data for conformance with the Contract Documents.
- G. All design calculations and drawings for foundation and footings, sheeting and shoring, and concrete formwork shall bear the signed and dated stamp of a licensed professional engineer.

1.03 MISCELLANEOUS SUBMITTALS

The Contractor shall submit to the ENGINEER miscellaneous information, procedures, test data, samples, etc., in the manner and at the time specified in these Specifications and Contract Documents. Miscellaneous submittals shall include, but not be limited to, the following:

1. Procedures for handling and disposing of sewage flows during construction.
2. Factory test data and results where specified for specific items of equipment.
3. Preliminary concrete mix design reports.
4. Satisfactory written evidence in the form of laboratory or mill test reports indicating that all cement, aggregate, masonry, structural steel, fencing, castings, steel reinforcement, conduit, pipe, grout, waterproof materials, grass seed and other items incorporated into the work are in compliance with the requirements of these Specifications.

5. Project record documents.
6. Copies of original invoices of all equipment delivered to the site.
7. When requested, analysis and design data on concrete formwork and sheeting and shoring.
8. Drawings and details of erosion and sediment control structures, if significantly different from Drawings approved by the Stormwater Division of the Department of Public Works.
9. Written evidence of equipment warranties.

1.04 SCHEDULE OF WORK

Contractor shall submit a SCHEDULE OF WORK in sequential order by dates in which he expects to perform the contract specifying the areas or locations in the order the work is anticipated beginning with work commencement date.

- A. "The Work" may include related sections or items (individually or grouped) such as, Clearing and Grubbing, Graderwork (cut & fill), Storm Sewers, Relocation of Sanitary & Related Culvert Construction, Erosion Control, Base, Paving, etc., as examples.

1.05 SAMPLES

At the ENGINEER'S request, the Contractor shall furnish certified samples of materials utilized in the fabrications or production of equipment, materials and products supplied under these Contract Documents. Cost of all such samples shall be borne by the Contractor. The samples will be tested by a qualified, independent, testing laboratory selected by the OWNER to determine if the mechanical and chemical properties of the materials supplied are in accordance with the requirements of these Specifications and Contract Documents. The OWNER shall pay for the laboratory testing of material samples provided by the Contractor. The Contractor shall pay for all retests made necessary by the failure of materials to conform to the requirements of these Specifications and Contract Documents.

1.06 SCHEDULES, REPORTS AND RECORDS

- A. The Contractor shall submit to the Engineer such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the Work to be performed.

- B. Prior to the first partial payment estimate, the Contractor shall submit construction schedules showing the order in which the Contractor proposes to carry on the Work, including dates, at which the various parts of the Work will be started, estimated date of completion of each part, and, as applicable:
1. The dates on which special detail drawings will be required. Submittal must allow sufficient time for review by the Engineer. Final approval must be obtained prior to commencement of construction of that portion of work to which they pertain.
 2. Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- C. The Contractor shall also submit a schedule of payments that the Contractor anticipates will be earned during the course of the Work.

END OF DOCUMENT

SECTION 01380 CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.1 SUMMARY

- A. *General.* This section specifies administrative and procedural requirements for construction photographs.
- B. *Costs.* Costs for photographs, album pages, and album shall be included in the lump sum bid price or unit prices contained for other items of work. No separate payment shall be allowed, with the exception of additional photographs, which is addressed elsewhere in this section.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions or General Provisions and other Division 1 specification sections, apply to this section.

1.3 SUBMITTALS

- A. *Prints.* Submit 2 prints of at least 4 views but not more than 8 views, directly to the Engineer with each monthly Application for Payment. The Engineer will distribute prints as follows:
 - 1. One print shall be retained in the project site field office of the Engineer's field representative and shall be available at all times for reference.
 - 2. One print to the Owner as the Owner's permanent record.
- B. *Extra Prints.* When requested by the Engineer, the photographer shall submit extra prints of photographs, with distribution directly to designated parties who will pay the costs for the extra prints directly to the photographer.
- C. *Negatives.* With each submittal, include photographic negatives, in protective envelopes, identified by date photographs were taken. The negatives shall be ready for transmittal to the Owner and for the Owner's unrestricted use. **DO NOT CUT NEGATIVE** from 3-4 negative grouping.
- D. *Photograph Albums.* Provide 2 loose leaf, notebook type photo albums with the first Application for Payment. Albums shall be provided as required, if more than one volume of photographs is required to contain the photographs over the length of the construction contract. The front cover of each photo album shall contain the following:
 - 1. Project Name
 - 2. Owner's Name and Contract Number
 - 3. Engineer's Name and Project Number

4. Volume Number
5. Contractor's Name

E. *Album Pages.* Album pages shall be punched for standard 3-ring binder. Allow 1-inch-wide margin on the left edge.

1.4 QUALITY ASSURANCE

- A. *Engage* a qualified, experienced photographer to take photographs during construction.
- B. *Associated Services.* Cooperate with the photographer's work. Provide reasonable auxiliary services as requires, including access to and use of temporary facilities including temporary lighting.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC COPIES

- A. Provide 4-by-6-inch smooth surface, glossy color prints on single-weight, commercial-grade stock, contained in photo album page. The photographs shall be taken with a 35 mm camera (or larger format) capable of being programmed to show the date the photo was taken on the front of the photograph.
- B. *Identification.* Provide date on front of photo per the previous paragraph. On the back of each print provide an applied label or rubber stamped impression with the following information:
 1. Name of the Project.
 2. Name and address of the photographer.
 3. Name of the Engineer.
 4. Name of the Contractor.
 5. Provide notation of vantage point marked for location and direction of shot on a key plan of the site.

PART 3 - EXECUTION

3.1 PHOTOGRAPHIC REQUIREMENTS

- A. Take at least 4 but no more than 8 color photographs in accordance with requirements indicated, to best show the status of construction and progress since taking the previous photographs.
 1. *Frequency:* Take photographs monthly, coinciding with the cutoff date associated with each Application for Payment.
 2. *Vantage Points:* The photographer shall select the vantage points for each shot each moth to best show the status of construction and progress since the last photographs were taken.

3. *Description:* A description of each photograph in album shall be noted below or to the side of the photograph.
- B. *Additional Photographs.* From time to time the Engineer may issue requests for additional photographs, in addition to periodic photographs specified. Additional photographs will be paid for by the Owner or Engineer, and are not included in the contract sum or an allowance.

PART 4

Contractor may submit alternate proposal for utilizing Digital Camera to meet the above requirements for Engineer's approval.

END OF DOCUMENT

SECTION 01620 TRANSPORTATION AND HANDLING

1.01 GENERAL

The Contractor shall make provisions for transportation of all equipment, materials, and products furnished under these Contracts Documents to the site of the work. In addition, the Contractor shall provide preparation for shipment and storage, unloading, handling and re-handling, short-term storage, extended storage, storage facilities, maintenance and protection during storage, preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.

1.02 TRANSPORTATION

- A. All equipment shall be suitably boxed, crated, or otherwise protected during transportation.
- B. All equipment shall be shipped and delivered in the largest assembled sections practical or permitted by carrier regulations to minimized the number of field connections.
- C. The Contractor shall be responsible for ensuring that the equipment is assembled and transported in such a manner so as to clear buildings, power lines, bridges, and similar structures encountered during shipment or delivery to the site of the work.
- D. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assemble sections do not exceed the capacity of the cranes or hoisting equipment.
- E. Small items and appurtenances such as gauges, valves, switches, instruments, and probes which could be damaged during shipment shall be removed from the equipment prior to shipment and packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.
- F. Temporary shipping braces and supports shall be painted orange or yellow for easy Identification.

1.03 HANDLING

- A. All equipment, materials, and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the OWNER prior to being incorporated into the work.
- B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Shafts and operating mechanisms shall not be used as lifting points. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.

- C. Under no circumstances shall equipment or products such as pipe structural steel, casting, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Items such as nonmetallic pipe, nonmetallic conduit, flagpoles, and lighting poles shall be handled using nonmetallic slings or straps.
- E. Plastic pipe and fittings shall not be exposed to direct sunlight for an extended period of time (more than one (1) year, see Specifications) as specified by the manufacturer of these materials.

END OF DOCUMENT

SECTION 01630 STORAGE AND PROTECTION

1.01 GENERAL

Equipment and materials used in the project shall be received inspected, unloaded handled, stored, maintained, and protected by the Contractor in a suitable location on or off site, if necessary, until such time as installation is required.

1.02 STORAGE

- A. The Contractor shall be responsible for providing satisfactory storage facilities which are acceptable to the ENGINEER. In the event that satisfactory facilities cannot be provided on site, bonded warehouse, acceptable to the ENGINEER, will be provided by the Contractor for such time until the equipment, materials, and products can be accommodated at the site.
- B. Materials and Equipment that are properly and securely stored: (1) on the project site, or (2) in a bonded warehouse in Hamilton County, TN will be eligible to be included on an application for payment. Original unaltered invoices from manufacturers and suppliers must be presented with the pay request, with no erasures, white-outs or other alterations. Payment will be authorized for no more than the amounts of the invoices (material, freights and taxes). The subcontractor shall submit his requests for payment to the General Contractor. The General Contractor will review and, if acceptable, will include the request on the monthly Application for Payment from the General Contractor to the Owner submitted through the Engineer for review and approval. Each request for payment which includes amounts for materials or equipment stored off-site in a bonded warehouse must have an original Certificate of Insurance attached to the request for payment stating on the face of the original Certificate of Insurance a description of the insured stored material, the name and address of the bonded warehouse and naming the General contractor, the Owner, and the Owner's Agents each as Certificate Holders, each as Additional Insureds and each as Loss Payee for the said material at the said location.

"Materials" and "Equipment" are defined as items which have been manufactured or fabricated to the point they are ready for delivery to the Project Site and ready for installation, but the Contractor has chosen for his own purposes to delay their delivery and installation.

For example: Such Materials and Equipment would include assembled cabinets and casework, but would not include unassembled panels and other components to be used in fabricating cabinets and casework; such Materials and Equipment would also include the structural and miscellaneous steel which has been punched, drilled, fitted and otherwise uniquely fabricated for this project, but would not include steel shapes which have not been through the fabricator's shop; such Materials and Equipment would not include lumber and plywood for the purpose of constructing formwork, but would include lumber and plywood to be incorporated as part of the building construction as framing and decking.

- C. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and products placed in storage and shall bear all costs of storage, preparation for transportation, transportation, rehandling, and preparation for installation.
- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel, and sheet construction products shall be stored with one end elevated to facilitate drainage.
- E. Unless otherwise permitted in writing by the ENGINEER, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc. shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block, and structural tile may be stored outdoors under a properly secured waterproof covering.
- F. Tarps and other covering shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent pounding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the ENGINEER. The Contractor shall provide all special packaging, protection coverings, protective coatings, power, nitrogen purge, desiccants, lubricants and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

END OF DOCUMENT

SECTION 01700

CLEANING

1.01 GENERAL

This section covers the general cleaning which the Contractor shall be required to perform during the construction process and a thorough cleaning before final acceptance of the project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

1.02 HAZARD CONTROL

- A. The Contractor shall store volatile wastes in covered metal containers and remove from premises daily.
- B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed.
- D. Disposal of volatile wastes into sanitary or storm sewers shall not be allowed.
- E. Contractors shall control dust on streets, and remove debris, dust and etc. from all properties during the construction process.

1.03 DISPOSAL OF SURPLUS MATERIALS

- A. Unless otherwise shown on the Drawings specified or directed, the Contractor shall dispose of all surplus excavated materials and materials and equipment from demolition, legally off the site, and shall provide his own suitable, off-site spoil area or on a site designated by the OWNER.
- B. The OWNER shall have the opportunity to inspect any equipment or materials removed prior to disposal by the Contractor. If said equipment and/or materials are determined to be salvageable by the OWNER, the Contractor shall transport said equipment and material to a building or area designated by the OWNER.

1.04 FINAL CLEANING

- A. Schedule cleaning operations so that dust and other contaminants resulting from the cleaning process will not fall on wet, newly painted surfaces.
- B. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as needed basis until building is ready for substantial completion or occupancy.
- C. Employ experienced workmen or professional cleaners for final cleaning.

- D. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and of concealed spaces.
- E. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- F. Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces.
- G. Broom clean paved surfaces; rake clean other surfaces of ground.
- H. Remove snow and ice for access to building.
- I. Replace air conditioning filters if units were operated during construction.
- J. Clean ducts, blowers, and coils if air conditioning units were operated without filters during construction.
- K. Maintain cleaning until project or portion thereof is occupied by OWNER.

END OF DOCUMENT

SECTION 01720
PROJECT RECORD DOCUMENTS

1.1 GENERAL

- A. The Contractor shall maintain accurate record documents related to the furnishing and installation of equipment, materials, and products at the site of the project during the course of the work.
- B. Contractor shall prepare and submit cut sheets for the Engineer's approval prior to starting construction. No separate payment is allowed for this item.

1.2 MAINTENANCE OF DOCUMENTS

- A. The Contractor shall maintain at the project site one (1) record copy of each of the following:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Reviewed Shop Drawings
 - 5. Change Orders
 - 6. Other Modifications to Contract Documents
 - 7. Field Test Records

Project record documents shall be stored in suitable files and racks in a location satisfactory to the Engineer. The documents shall be maintained in a clean, dry, legible condition and shall not be used for construction purposes.

1.3 RECORDING

The Contractor shall label each document "Project Record" in one-inch high letters. Record Documents shall be kept current and work shall not be permanently concealed until the required information had been recorded.

- A. Contract Drawings: The Contractor shall legibly mark to record the actual construction on the project record set of prints of the Contract Drawings, including reviewed shop drawings, the following:
 - 1. Horizontal and vertical location of underground utilities and appurtenances referenced to mean sea level or permanent surface improvements.
 - 2. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 3. Field changes of dimension and detail, including elevations of foundations.
 - 4. Changes made by change order or field order.
 - 5. Details not on original Drawings.
- B. Specifications and Addenda: - The Contractor shall legibly mark up each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by change order or field order.
3. Other matters not originally specified.

C. Sanitary Sewer/Stormwater Structural Locations:

1. All sanitary sewer manholes, conveyances, pressurized mains and lift stations should be located by the center. English units and NAD 83 State Plane Coordinates shall be used. All applicable information required for each item on the "Sanitary Sewer Electronic Data Submittals - Explanation and Data Sheet" forms (pages 01720-3 - 01720-10) should be completed in Microsoft® Excel format and submitted to the Technical Information Center (TIC) office. These forms will be provided by the TIC office on floppy disk.
2. All stormwater conveyances, structures and detentions should be located by the center. English units and NAD 83 State Plane Coordinates shall be used. All applicable information required for each item on the "Stormwater Electronic Data Submittals - Explanation and Data Sheet" forms (pages 01720-11 - 01720-16) should be completed in Microsoft® Excel format and submitted to the Technical Information Center (TIC) office. These forms will be provided by the TIC office on floppy disk.

TIC office will utilize this information in updating the City of Chattanooga GIS System.

- D. Sewer Line Television - All new lines shall be videotaped following construction. Tee locations shall be marked. The Owner shall be given a copy of the videotape.

1.4 SUBMITTALS

- A. As-Built Drawings – Certified As-Built drawings shall be submitted at the end of the project. Minimum requirements include plan and profile, tee locations, scale, alignment angles, invert elevations, and easements. The final record drawing shall be submitted on disk, with certification of the engineer or surveyor, and digital CAD file in AutoCAD® format.

At the completion of the work and prior to final acceptance by the Owner, the Contractor shall deliver the Project Record Documents to the Engineer. The Project Record Documents shall be acceptable to the Engineer before final payment is made.

With the submittal of the Project Record Documents, the Contractor shall submit a list of each document submitted and a certification that each document as submitted is complete and accurate.

SECTION 01730

GUARANTEES AND WARRANTIES

1.01 GENERAL WARRANTY

- A. The Contractor shall warrant all equipment, materials, products, and workmanship provided by the Contractor under these Contract Documents for a period of twelve (24) months after the date of final acceptance of the work by the OWNER.
- B. If, during the warranty period (a) any equipment, materials or products furnished and/or installed by the Contractor are found to be defective in service by reason of the Contractor's faulty process, structural and/or mechanical design or specification, or (b) any equipment , materials, or products furnished and/or installed by the Contractor are found to be defective by reason of defects in material or workmanship, the Contractor shall, as soon as possible after receipt of written notice from the OWNER, repair or cause to be repaired such defective equipment, materials or products, or replace such defective equipment, materials, or products.
- C. In the event of multiple equipment failures of major consequence prior to the expiration of the one-year warranty described above the affected equipment shall be disassembled, inspected, and modified or replaced as necessary to prevent further occurrences. All related components which may have been damaged or rendered non-serviceable as a consequence of the equipment failure shall be replaced. A new twelve (12) month warranty against defective or deficient design, workmanship, and materials shall commence on the day that the item of equipment is reassembled and placed back into operation. As used herein, multiple equipment failures shall be interpreted to mean two (2) or more successive failures of the same kind in the same item of equipment or failures of the same kind in two (2) or more items of equipment. Major equipment failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts or structural members, broken or chipped gear teeth overheating, premature bearing failure, excessive wear, or excessive leakage around the seals. Equipment failures which are directly and clearly traceable to operator abuse, such as substitution of unauthorized replacement parts, use of incorrect lubricants or chemicals, flagrant over or under lubrication and using maintenance procedures not conforming with published maintenance instructions, shall be exempted from the scope of the one-year warranty. Should multiple equipment failures occur in a given item or type of equipment, all equipment of the same size and type shall be disassembled, inspected, modified or replaced, as necessary, and re-warranted for one year.
- D. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability with the law of the place of Construction.
- E. Submit guarantees for manufactured materials or units used in this project.

1.02 START-UP OF OPERABLE COMPONENTS

- A. Because of the need to maintain operation during construction, it will be necessary to accept and start-up operable components of the project at various times prior to the completion and final acceptance of the entire project.
- B. A component of the project, as used herein, shall mean a complete process subsystem and shall include all associated structures, equipment, piping, controls, etc.
- C. When a component of the project has been completed, checked out, field tested, and made ready for operation, the Contractor shall notify the ENGINEER in writing that the component is substantially complete and request an inspection for substantial completion. The ENGINEER will schedule the inspection within 10 days of the Contractor's request. If he concurs in the Contractor's statement, the ENGINEER will notify the Contractor in writing that the component is accepted as Substantially complete. At the same time, the ENGINEER will submit to the Contractor a list of items that must be completed or corrected before final acceptance can be given.
- D. If a component of the project is needed in order to maintain operation during construction and if it has been accepted as substantially complete, the Contractor shall start up the component when directed by the ENGINEER. Once the component has achieved stable and satisfactory operation (minimum 95 percent availability over a 7-day period), the Contractor shall request beneficial occupancy by the OWNER. The OWNER, if he concurs in the Contractor's statement that stable and satisfactory operation has been achieved, will notify the Contractor in writing within 10 days that he is assuming beneficial occupancy of the component.
- E. On the date that the OWNER assumes beneficial occupancy, the following shall occur, if it is not contrary to the General or Supplemental General Conditions:
 - 1. The one-year warranties for the component specified in Part 1.01 of the Section will begin; and
 - 2. The OWNER will assume responsibility for operating and maintaining the component.

END OF DOCUMENT

ITEM 717

MOBILIZATION OF FORCES, SUPPLIES, AND EQUIPMENT

717.01 Description

This work shall consist of the mobilization and demobilization of the prime Contractor's and all Subcontractors' work forces, supplies, equipment, and incidentals at the project site. It shall include all Contractor and Subcontractor costs associated with obtaining performance bonds, insurance required by railroads, and other preconstruction costs incurred after award of the contract which are necessary costs to the project and are of a general nature rather than directly attributable to other pay items. All necessary preconstruction costs not attributable to a specific pay item shall be included in the contract lump sum price for Mobilization and not in any other pay item.

717.02 Method of Measurement

Mobilization will be measured by the unit for the completion of the work as described above, and payment will be made on a lump sum basis.

717.03 Basis of Payment

Partial payment for mobilization will be determined as indicated below. Upon completion of all work on the project, payment will be made of any amount bid for mobilization in excess of the total limit for partial payment.

Partial Payment Schedule

Percent of Total Contract Amount of Progress Estimate Exclusive of Mobilization	Percent of Mobilization Allowed
Not Less Than	
2%	30%*
5%	50%*
10%	80%*
25%	100%*

* % of lump sum bid price for mobilization or of the total limit for partial payment whichever is less.

Payment for mobilization will be made in accordance with the provisions set out above, which price shall be full compensation for organizing and moving all forces, supplies, equipment, and incidentals to the project site, regardless of the number of times such moves are made and also for all preconstruction costs incurred after award of the contract.

END OF DOCUMENT

Proposal Cost Summary Form

The undersigned, being familiar with the requirements of The City of Chattanooga Request for Proposal for a <desired product or service> solution, proposes to furnish products and services to The City in accordance with that request.

The summary below reflects projected cost for The City for the <desired product or service> solution and implementation. Supporting detail must be attached in the form of a catalog or a line item detail describing hourly rates, projected expenses, software and hardware expenses, annual support and maintenance, discounts along with any other detail that will lead to a clear understanding of the proposal.

Item	Cost
Design	
Permitting	
Geotechnical	
Survey work	
Construction	
Other Costs (Describe)	
Total	

Appendix B: *Affirmative Action Plan*

Affirmative Action Plan

For

Invitation or RFP No. :

(Name of Contractor)

The above named Contractor is an equal opportunity employer and during the performance of this contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:

All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".

Seek and maintain contracts with minority groups and human relations organizations as available.

Encourage present employees to refer qualified minority group and female applicants for employment opportunities.

Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.

The Contractor agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Contractor)

(Title and Name of Company)

(Date)

Appendix C: Requirements for Insurance Coverage

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to: Private driveways, walks, shrubbery and plantings; Public utility facilities; and U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person
---------------	------------------------

\$1,000,000 each occurrence

Property Damage	\$ 250,000 each occurrence
	\$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person
	\$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Appendix D: Property Information

GISMO 5



Legend

□ Parcels

0 50.00 100.0Feet

NAD_1983_StatePlane_Tennessee_FIPS_4100_Feet
© Latitude Geographics Group Ltd.



Disclaimer: This map is to be used for reference only, and no other use or reliance on the same is authorized. This map was automatically generated using HCGIS Mapping System. Parcel lines are shown for reference only and are not intended for conveyances, nor is it intended to substitute for a legal survey or property abstract.

File: First Title
07-9574D

<u>Grantee's Address:</u>	<u>Send Tax Bills To:</u>	<u>Map Parcel No.:</u>
City of Chattanooga 100 E 11th Street Suite 101 Chatt TN 37402	Same	145E-Q-008

QUITCLAIM DEED

IN CONSIDERATION OF ONE (\$1.00) DOLLAR and other valuable considerations paid, the receipt of all of which is hereby acknowledged: **Thomas L. Johnson**, hereby transfer(s), convey(s) and forever quitclaim(s) unto **City of Chattanooga, a not for profit Tennessee Municipal Corporation**, all my right, title, and interest in and to the following described real estate, to wit:

All that tract or parcel of land, lying and being in Hamilton County, Tennessee, located on King Street in the City of Chattanooga, Tennessee, being more particularly described as follows:

BEGINNING at the intersection of the Southeast right of way boundary of King Street (40 foot right of way) with the Norfolk Southern Railroad right of way, and proceeding Northeast along the right of way 432.15 feet, more or less, to an iron pin (5/8 inch rebar), the TRUE POINT OF BEGINNING; and

Proceeding thence along the Southeast right of way of King Street bearing North 22 degrees 50 minutes 31 seconds East a distance of 66.33 feet to a PK nail set with washer; and Proceeding thence South 61 degrees 25 minutes 24 seconds East a distance of 439.34 feet, along the Southwestern boundary of Tract One Southern Railroad System as recorded in Plat Book 34, Page 122, Register's Office of Hamilton County, Tennessee, to an iron pin (5/8 inch rebar); and

Proceeding thence South 28 degrees 34 minutes 36 seconds West a distance of 66.0 feet along the Southern Railroad right of way to an iron pin (5/8 inch rebar); and Proceeding thence North 61 degrees 25 minutes 24 seconds West a distance of 432.71 feet, along the Northeastern boundary of lands of Chatta as recorded in Deed Book 7277, Page 638, Register's Office of Hamilton County, Tennessee, to the TRUE POINT OF BEGINNING.

Said described tract of land being shown by plat thereof made by Hopkins Surveying Group, more particularly David L. Hopkins, Jr., Tennessee Registered Land Surveyor No. 120 and Paul Christopher Farris, Tennessee Registered Land Surveyor No. 2080, dated February 10, 2005, Drawing No. 2005-001-3.

LESS AND EXCEPT any part of said property lying within the right of way of King Street, the Southern Railroad right of way, or any other road or right of way.

Prepared By:
Raymond A. Fox, Jr., Atty., P.C.
1303 Carter Street
Chattanooga, TN 37402

Instrument: 2007091800051
Book and Page: GI 8471 562
Conveyance Tax \$721.50 XMPT
Deed Recording Fee \$10.00
Data Processing Fee \$2.00
Probate Fee \$1.00 XMPT
Total Fees \$12.00
User: KSPRIELL
Date: 18-SEP-2007
Time: 08:34:39 A
Contact: Pam Hurst, Register
Hamilton County Tennessee

For prior title and last instrument of record affecting title to the above described property, see deed recorded in Book 7625, Page 92, in the said Register's Office.

TAXES for the year 2007 are to be prorated between the grantor(s) and grantee(s) of even date herewith.

SUBJECT TO any governmental zoning and subdivision ordinances and regulations in effect thereon.

THIS DEED IS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES TO THE INSTRUMENT AND THE PREPARER OR FIRST TITLE INSURANCE COMPANY MAKE NO REPRESENTATION AS TO THE TITLE OR ACCURACY OF INFORMATION.

WITNESSETH the same unto the said City of Chattanooga, its heirs and assigns, forever in fee simple.

WITNESS my hand this 13 day of Sept, 2007.


Thomas L. Johnson

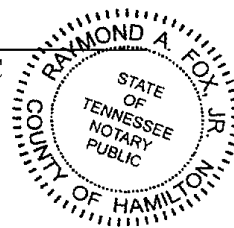
STATE OF TENNESSEE

COUNTY OF HAMILTON

On this 13 day of Sept, 2007, before me personally appeared Thomas L. Johnson to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

6-11-11
My commission expires:


NOTARY PUBLIC



STATE OF TENNESSEE

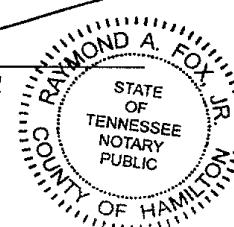
COUNTY OF HAMILTON

I hereby swear or affirm that the actual consideration for this transfer or the value of the property transferred, whichever is greater is **\$195,000.00**.

Subscribed and sworn to before me this 13 day of Sept, 2007. X Paul R. Page, Jr. Notary
AFFIANT

6-11-11
My commission expires:


NOTARY PUBLIC



File City of Chatt
Dad Hart

Book/Page: **GI 10845 / 630**
Instrument: 2016090600176
4 Page QUITCLAIM DEED
Recorded by VDS on 9/6/2016 at 11:22 AM
DEED RECORDING FEE 20.00
DATA PROCESSING FEE 2.00

TOTAL FEES \$22.00
State of Tennessee Hamilton County
Register of Deeds **PAM HURST**

THIS INSTRUMENT PREPARED BY:

Valerie L. Malueg, Esq.
Assistant City Attorney
City of Chattanooga, Tennessee
100 E. 11th Street, Suite 200
Chattanooga, Tennessee 37402

Grantor and Grantee acknowledge that this deed was prepared from information furnished by them. The preparer of this instrument makes no warranty or representation as to the status of title of the property described therein, the existence or non existence of any liens, encumbrances, easements, or other encroachments, and shall have no liability for the status of the title to the property.

GRANTEE'S NAME

AND ADDRESS

Chattanooga Downtown
Redevelopment Corporation
City Hall, Suite 102
101 E. 11th Street
Chattanooga, TN 37402

MAIL TAX NOTICES TO:

Chattanooga Downtown
Redevelopment Corporation
City Hall, Suite 102
101 E. 11th Street
Chattanooga, TN 37402

MAP PARCEL NO.

145E-Q-008

QUITCLAIM DEED

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, The CITY OF CHATTANOOGA, TENNESSEE, a municipal corporation under the laws of the State of Tennessee ("Grantor"), with situs in Hamilton County, Tennessee, transfers, conveys, and quitclaims unto CHATTANOOGA DOWNTOWN REDEVELOPMENT CORPORATION, all of Grantor's right, title and interest in and to the following described real estate, located in the City of Chattanooga, Hamilton County, Tennessee, as more particularly described on **Exhibit A** attached hereto and incorporated herein by

ad
u

reference (the "Property").


No assurance of title or warranty of any type, kind or nature is given by this Quitclaim Deed. Restrictions on the Property, if any, whether contained in prior title or otherwise, are not lifted or removed by this Quitclaim Deed.

This Quitclaim Deed is given by Grantor pursuant to Resolution No. 28709 adopted by the Chattanooga City Council on July 26, 2016, declaring the Property as surplus. A copy of Resolution 28709 is attached as **Exhibit B** and incorporated herein by reference.


The Property conveyed herein is part of the property conveyed to Grantor by Deed recorded in Deed Book 8471, Page 562, Register's Office of Hamilton County, Tennessee.

IN WITNESS WHEREOF, Grantor, by and through its Mayor, has hereunto set his signature, duly attested by the Director of General Services, this 2nd day of September, 2016.

CITY OF CHATTANOOGA, TENNESSEE

BY: 
ANDY BERKE, Mayor

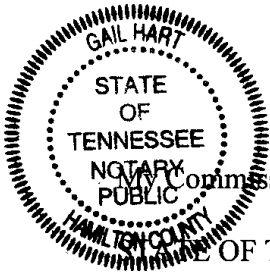
ATTEST:


CARY BOHANNON,
Director of General Services

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, GAIL HART, a Notary Public at large, personally appeared ANDY BERKE and CARY BOHANNON, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Mayor and Director of General Services, respectively, of the City of Chattanooga, Tennessee, the within-named Grantor, a municipal corporation, and that they, as said officials, being authorized so to do, executed and attested the foregoing instrument for the purpose therein contained by signing the name of the corporation as Mayor and attesting as Director of General Services.

WITNESS my Hand and Seal at office in Chattanooga, Hamilton County, Tennessee, this 2nd day of September, 2016.



My Commission Expires: 02-10-18

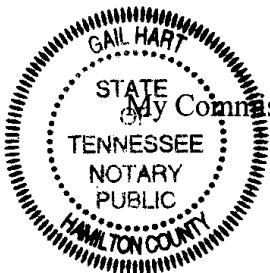
STATE OF TENNESSEE :
COUNTY OF HAMILTON :

Gail Hart
NOTARY PUBLIC AT LARGE

I hereby swear and affirm that there is no consideration for this transfer, and that there is no tax due under Tennessee Code Annotated Section 67-4-409.

Andy C. Bohannon
Affiant/Grantee

Subscribed and sworn to before me this 6th day of September, 2016.



My Commission Expires: 02-10-18

Gail Hart
NOTARY PUBLIC AT LARGE

EXHIBIT A

BEGINNING at the intersection of the Southeast right of way boundary of King Street (40 foot right of way) with the Norfolk Southern Railroad right of way, and proceeding Northeast along the right of way 432.15 feet, more or less, to an iron pin (5/8 inch rebar), the TRUE POINT OF BEGINNING; and

Proceeding thence along the Southeast right of way of King Street bearing North 22 degrees 50 minutes 31 seconds East a distance of 66.33 feet to a PIK nail set with washer; and Proceeding thence South 61 degrees 25 minutes 24 seconds East a distance of 439.34 feet, along the Southwestern boundary of Tract One Southern Railroad System as recorded in Plat Book 34, Page 122, Register's Office of Hamilton County, Tennessee, to an iron pin (5/8 inch rebar); and

Proceeding thence South 28 degrees 34 minutes 36 seconds West a distance of 66.0 feet along the Southern Railroad right of way to an iron pin (5/8 inch rebar); and

Proceeding thence North 61 degrees 25 minutes 24 seconds West a distance of 432.71 feet, along the Northeastern boundary of lands of Chatta as recorded in Deed Book 7277, Page 638, Register's Office of Hamilton County, Tennessee, to the TRUE POINT OF BEGINNING.

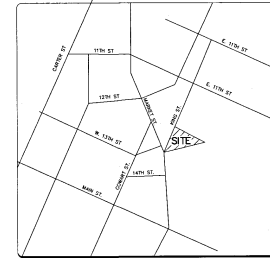
Said described tract of land being shown by plat thereof made by Hopkins Surveying Group, more particularly David L. Hopkins, Jr., Tennessee Registered Land Surveyor No. 120 and Paul Christopher Farris, Tennessee Registered Land Surveyor No. 2080, dated February 20, 2005, Drawing No. 2005-001-3.

LESS AND EXCEPT any part of said property lying within the right of way of King Street, the Southern Railroad right of way, or any other road or right of way.

DEED BOOK 1035, PAGE 634

LEGEND OF SYMBOLS

○ SANITARY/STORM MANHOLE
□ CATCH BASIN

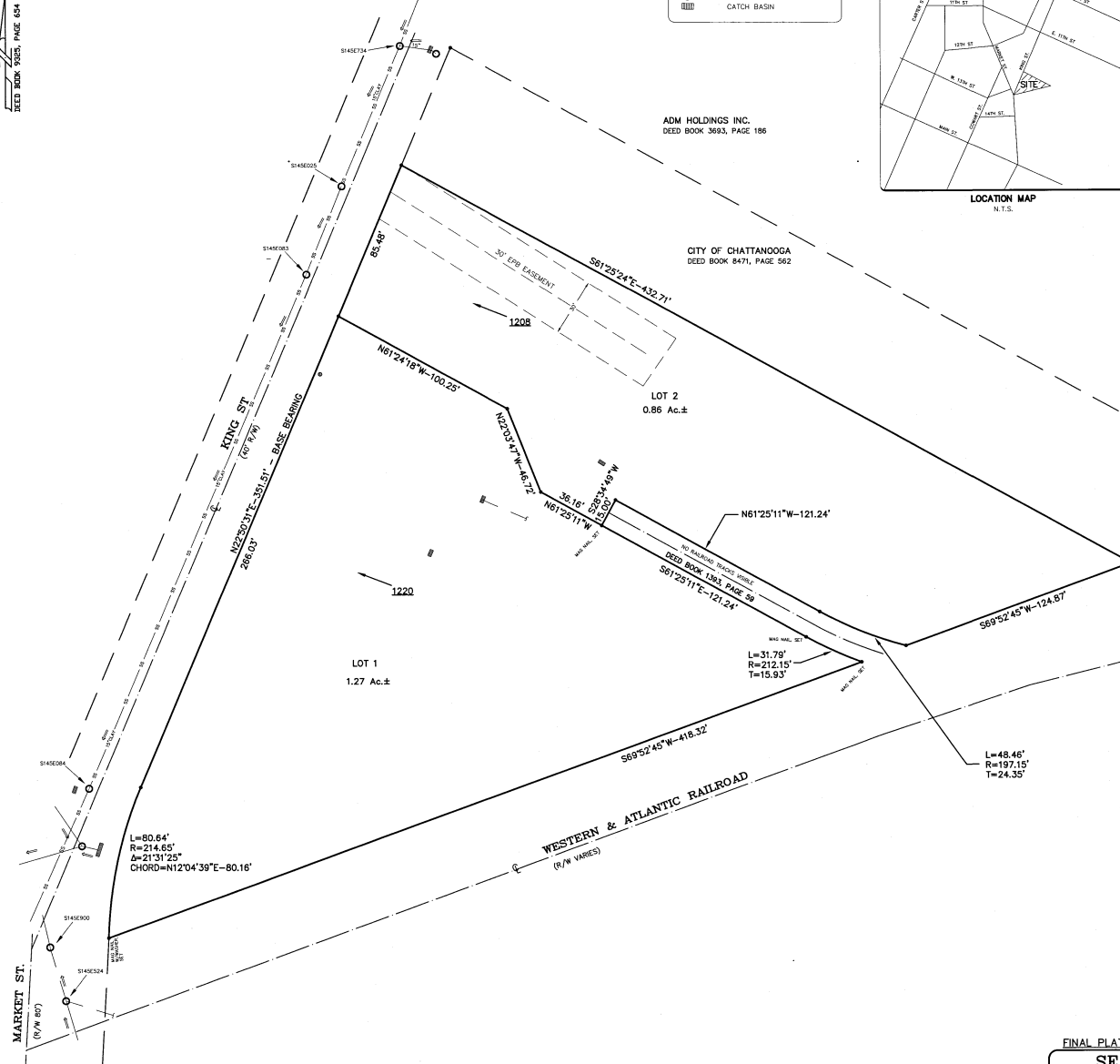


LOCATION MAP
N.T.S.

Sheet No. **P3 105 / 141**
Revision: 2016080700010
1 Page PLAT LARDE
Noted by PUA on 8/7/2016 at 9:02 AM
PLAT LARDE
DATA PROCESSING FEE 2.00
TOTAL FEES \$17.00
Date of Tennessee Transfer County: **PAM HURST**

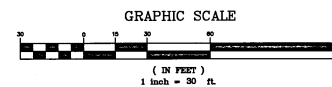
APPROVED FOR RECORDING
HAMILTON COUNTY GIS DEPT
DATE **8-7-2016**
BY **[Signature]**
JURISDICTIONAL AUTHORITY
DATE **8-7-2016**
BY **[Signature]**
CHATTANOOGA CITY REGIONAL
PLANNING COMMISSION
DATE **8-7-2016**
BY **[Signature]**

RECORDED PLAT DOES NOT
TRANSFER PROPERTY OWNERSHIP
DEED MUST BE RECORDED



OWNER STATEMENT
I CERTIFY THAT I AM THE OWNER IN FEE
SIMPLE OF THE PROPERTY SHOWN AND
ADOPT THIS AS MY PLAN OF SUBDIVISION.

[Signature]
RIVERSIDE KING STREET, LLC
285 BROAD ST, SUITE 1204
CHATTANOOGA, TN 37402
423-499-0497



FINAL PLAT - LOTS 1 & 2

SEAFORD INVESTMENTS SUBDIVISION

OF THE PROPERTY DESCRIBED IN DEED BOOK 10352, PAGE 623.
R.O.H.C., CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE.



HOPKINS SURVEYING GROUP
175 Hamm Road - P.O. Box 4366
Chattanooga, Tennessee 37405
(423) 267-3751 Office/ (423) 267-0611 Facsimile
Copyright - By Hopkins Surveying Group

DRAWN BY: ANGEL	SHEET NO: 1 OF 1	DWG. No: 2016-162P-2
SCALE: 1" = 30'	DATE: AUGUST 18, 2016	REF. DWG: 2014-36-3
PROPERTY ADDRESS: 1208 & 1220 KING ST	TAX MAP No: 145E-P-1	

SURVEYOR STATEMENT
I CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREON, THAT THE SURVEY IS CORRECT TO THE
BEST OF MY KNOWLEDGE AND BELIEF, THAT THE SURVEY WAS DONE IN COMPLIANCE WITH CURRENT
TENNESSEE MINIMUM STANDARDS OF PRACTICE AND THAT THE RATIO OF PRECISION OF UNADJUSTED
SURVEY IS >1:10,000 (CATEGORY I)

NOTES:

- 1.) PRESENT ZONING CLASSIFICATION M-1.
- 2.) AREA SUBDIVIDED BY THIS PLAT IS 2.13 ACRES.
- 3.) TAX MAP NUMBER 145E-P-001.
- 4.) THIS PLAT SUBDIVIDES THE PROPERTY DESCRIBED IN DEED BOOK 10352, PAGE 623.
- 5.) THIS SUBDIVISION HAS BEEN DEVELOPED ACCORDING TO THE SUBDIVISION
REGULATIONS OF THE CITY OF CHATTANOOGA.
- 6.) THE PURPOSE OF THIS PLAT IS TO CREATE TWO LOTS.
- 7.) LOCAL GOVERNMENT DOES NOT CERTIFY THAT UTILITIES OR UTILITY CONNECTIONS ARE AVAILABLE.
- 8.) PUBLIC SANITARY SINKERS ARE AVAILABLE BY GRAVITY FLOW.
- 9.) STREET ADDRESS 1220 KING ST.
- 10.) CITY ORDINANCE #12200 ENTITLED "STORMWATER RUNOFF AND EROSION CONTROL"
SHALL APPLY TO ANY DISCHARGE OF SAME FROM THIS SUBDIVISION OF PROPERTY.
- 11.) NO FILL MATERIAL CAN BE PLACED IN A CONSTRUCTED DRAINAGE FACILITY IN SUCH A MANNER
AS TO IMPED STORM WATER RUNOFF FLOW UNLESS APPROVED BY THE CITY ENGINEER.
- 12.) ALL CORNERS ARE 5/8" REBAR WITH CAP UNLESS NOTED OTHERWISE.
- 13.) THIS PROPERTY IS NOT LOCATED WITHIN THE 100 YEAR FLOOD HAZARD AREA
PER FEMA/FIRM MAP NO. 470072-341-G, DATED 2/3/2016.



DWG. NO.: 2016-162P-2

Appendix E: Scorecard Worksheet¹

SELECTION COMMITTEE RESULTS Step 1

1200 King Street Parking Lot

Criteria	Criteria	Criteria	Criteria	Criteria
<i>Professional Design Proposal</i>	<i>Construction Proposal</i>			
50%	50%			
				Total Weighted Score 100%

RFPs Ranked By:	Committee Member 1					
Vendor "a"						0.000
Vendor "b"						0.000
Vendor "c"						0.000
Vendor "d"						0.000

¹ Refer to the Google Sheet link for ranking calculations.

<i>RFPs Ranked By:</i>	<i>Committee Member 2</i>					
<i>Vendor "a"</i>						0.000
<i>Vendor "b"</i>						0.000
<i>Vendor "c"</i>						0.000
<i>Vendor "d"</i>						0.000

Etcetera

Selection Committee Result Summary								
	Comm. Member 1	Comm. Member 2	Comm. Member 3	Comm. Member 4	Comm. Member 5	Comm. Member 6	Average Score	Score by 100 scale
<i>Vendor "a"</i>	0	0	0	0	0	0	0	0
<i>Vendor "b"</i>	0	0	0	0	0	0	0	0
<i>Vendor "c"</i>	0	0	0	0	0	0	0	0
<i>Vendor "d"</i>	0	0	0	0	0	0	0	0

Each selection criteria is ranked from excellent (5) to poor (1),

5 = Excellent, 4 = Good, 3 = Average, 2 = Below Average, 1 = Poor

The highest possible individual and total scores are 5.0 points. The "Score by 100 scale" is calculated by dividing the team average by 6.

Affirmation and Signature

In submitting this proposal, I understand that The City reserves the right to reject any and all proposals.

The undersigned further agrees that this proposal is made in good faith and is not founded on, or in consequence of, any collusion, agreement or understanding between his or herself or any other interested party.

Business Name	
Mailing Address	
City, State, Zip	
Business Phone Number	
Fax/Other Number	

Printed Name of First Signatory	Title
--	--------------

Signature	Date
------------------	-------------

Printed Name of Second Signatory	Title
---	--------------

Signature	Date
------------------	-------------

SELECTION COMMITTEE RESULTS Step 2

1200 King Street Parking Lot

Criteria	Criteria	Criteria	Criteria	Criteria	
<i>Price Proposal</i>	<i>Concept and Aesthetics</i>	<i>Schedule</i>			
34%	33%	33%			Total Weighted Score 100%

<i>RFPs Ranked By:</i>	<i>Committee Member 1</i>					
<i>Vendor "a"</i>						0.000
<i>Vendor "b"</i>						0.000
<i>Vendor "c"</i>						0.000
<i>Vendor "d"</i>						0.000

<i>RFPs Ranked By:</i>	<i>Committee Member 2</i>					
<i>Vendor "a"</i>						0.000
<i>Vendor "b"</i>						0.000
<i>Vendor "c"</i>						0.000
<i>Vendor "d"</i>						0.000

Etcetera

Selection Committee Result Summary								
	Comm. Member 1	Comm. Member 2	Comm. Member 3	Comm. Member 4	Comm. Member 5	Comm. Member 6	Average Score	Score by 100 scale
<i>Vendor "a"</i>	0	0	0	0	0	0	0	0
<i>Vendor "b"</i>	0	0	0	0	0	0	0	0
<i>Vendor "c"</i>	0	0	0	0	0	0	0	0
<i>Vendor "d"</i>	0	0	0	0	0	0	0	0

Each selection criteria is ranked from excellent (5) to poor (1),
5 = Excellent, 4 = Good, 3 = Average, 2 = Below Average, 1 = Poor

The highest possible individual and total scores are 5.0 points. The “Score by 100 scale” is calculated by dividing the team average by 6.

Appendix F: Property Information

1. Aerial photo
2. Deed
3. Plat