



CITY OF KNOXVILLE

**BID DOCUMENTS FOR**

**Name of Project: Replacement of roof systems on two shelters at Inskip Pool,  
located at 4204 Bruhin Road; Knoxville, TN 37918**

**Bid Date & Time: 11:00:00 a.m.; January 4, 2017**

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**BIDDER IDENTIFICATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_ License Limit: \_\_\_\_\_

**SUBCONTRACTORS:**

- Plumbing (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

- HVAC (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

- Electrical (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

- Masonry (if applicable): \_\_\_\_\_

License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Classification: \_\_\_\_\_

\_\_\_\_\_ has complied with the instructions to bidders and  
has fully completed all bid form without any qualifying statement.

**CITY OF KNOXVILLE  
INVITATION TO BID**

**Replacement of roof systems on two shelters at Inskip Pool, located at 4204 Bruhin Road; Knoxville, TN 37918.**

Sealed bids will be received by the City of Knoxville, in Room 667-674, City County Building, 400 Main St., Knoxville, Tennessee, until 11:00 a.m. on January 4, 2017, for the replacement of roofing systems on two shelters at Inskip Pool. Technical specifications require stamped drawings of a structural engineer to be subcontracted by the bidder.

All bidders must be licensed contractors and must have a BC – Building Construction classification.

**All interested potential bidders are strongly encouraged to view the “Invitation to Bid and Information for Bidders” on the City of Knoxville’s procurement website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).**

## INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Agent of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee 37902 until 11:00:00 a.m., January 4, 2017, and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the Purchasing Agent for the City of Knoxville; Room 667-674, City County Building; 400 Main Avenue; Knoxville, Tennessee 37902. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner.

No bid will be received or accepted after the above-specified time for the opening of bids. Bids that arrive late due to the fault of U. S. Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such bids shall remain unopened and will be returned to the submitting entity upon request.

All Bids must be made on the required bid form supplied with the Contract documents. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have a BC- Building Construction classification. **Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the outside of the sealed envelope containing the bid.**

If applicable, sub-contractors for electrical work, plumbing work, and HVAC must be shown on the outside of the envelope along with their respective license numbers, expiration date, and classification; where the total cost of the masonry portion of the project exceeds \$100,000 in materials and labor, the license number, expiration date, and classification must be listed on the outside of the envelope for the masonry sub-contractor. The envelope must be plainly marked, "Bid on (project) to be opened on (date) at (time)," otherwise the bid cannot be opened or considered. Any bid envelope which contains the listing of more than one contractor in each classification shall be considered in violation and the bid shall not be opened or considered. These requirements are detailed in Tennessee Code Annotated § 62-6-119 (B), the State of Tennessee, Department of Commerce and Insurance Board for licensing contractors can provide additional information if required.

Attention is called to Chapter 2, Article VIII (Procurement Code) of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated § 12-4-401 et seq. For the purpose of this contract the prevailing wage rates shall be the wage rate incorporated in these documents. The City reserves the right to demand the payroll records of Contractor at any time to monitor compliance with the wage rate/discrimination clause(s). Failure by Contractor to provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and Specifications including addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. When discrepancies occur between unit prices and total prices on the Bid Schedule, the total price submitted for each pay item will be maintained and corrections will be made to the unit prices.

The Contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

Inquiries pertaining to this ITB shall be made in writing and be in the hands of the Purchasing Agent by the close of the business day on December 28, 2016. Questions may be submitted by letter, fax (865-215-2277), or email to the Assistant Purchasing Agent of the City of Knoxville (jmcclelland@knoxvilletn.gov), or City County Building, 400 Main Street, Rm 667-674, P.O. Box 1631, Knoxville, TN 37901. The City is not responsible for oral interpretations given by any City employee, representative, or others; and no interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing). Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

All Bids must be signed in full by the Bidder or Bidders in their business name or style and must show his or their complete address. If the Bidder be a firm or a corporation, the signature shall be a duly authorized member of the firm or officer of the corporation stating his official title or position with such firm or corporation, with the corporate seal attached, attested to by the proper officer. If the Bidder be a firm, the full names and addresses of all members of the firm must be shown. If the Bidder be a corporation, the name of the state under the laws of which it is incorporated must be shown. If the Bid is signed in the name of an agent, legal evidence of his authority to bind his principals must accompany the papers.

A Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract.

Attorneys-in-fact who sign Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

All bidders must submit with their bid a "Statement of Intent of M/WBE Utilization" form or a "Statement of Intent to Perform Work Without Subcontracting" form as described in Section 41.0 of the General Conditions. Any bid not containing such documentation may be rejected. Contractors will use Form III to report the amount(s) they have paid to MOB and/or WOB subcontractors on June 30th and December 31st of each year during the life of the contract and with the final payment. Failure to submit this reporting data may result in a delay of payments. Final payment will not be released by the City until Form III is submitted.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ninety (90) calendar days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

Notice to proceed shall be issued within ninety (90) days of the execution of the Agreement by the Owner. Should there be reasons why the notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ninety (90) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

Award will be made as a whole to one Bidder.

By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout. Attention is called to Section 2-1016 et seq. of the Knoxville City Code, which requires that prevailing wages shall be paid workmen on all buildings and construction projects wherein any City funds are expended for such purposes. The Contractor agrees to comply with and to post the prevailing wage laws as provided in the "Prevailing Wage Act of 1975," Tennessee Code Annotated 12-4-401 et seq.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no

way relieve any Bidder from any obligation in respect to his Bid.

Further, the Bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions. Attention is also called to Section 15-26 of the Knoxville City Code, requiring and defining a non-discrimination clause which shall be contained in all Contracts with the City of Knoxville wherein City funds are expended for the purpose of construction, alteration, repair or demolition of any building, street, alley or sewer, or for the providing of any services, and all leases, franchises or concession through which property of the City of Knoxville is to be used.

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000 (d). The successful bidder must follow Title VI guidelines in all areas including hiring practices, operating facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

The Drug Free Workplace Affidavit, the Non-Collusion Affidavit, the Iran Divestment Act of 2014 Certification of Noninclusion, and the Licensure Affidavit of Prime Proposer, fully executed, must be submitted with the bid.

The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work.

The Contract will be awarded with reasonable promptness by written notice to the responsive and responsible Bidder whose Bid is determined to contain the lowest bid price or lowest evaluated bid price in accordance with Section 2-862 of the Knoxville City Code.

The City may waive technicalities concerning bid documents and may follow up with individual organizations after the bid opening to obtain such documents when it is in the best interests of the City. The City of Knoxville reserves the right to waive any informalities or to reject any or all bids, to evaluate bids, and to accept any bid which, in its opinion, may be in the best interest of the City.

## **BID PROPOSAL**

### **City of Knoxville, Tennessee**

Project: Replacement of roof systems on Shelters A and B at Inskip Pool, located at  
4204 Bruhin Road; Knoxville, TN 37918

In submitting this bid it is understood that the right is reserved by the City of Knoxville to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within ninety (90) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within fifteen (15) days after the contract is presented to him for signature.

Security of the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), in the form of \_\_\_\_\_, is submitted herewith in accordance  
with the Specifications.

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time-clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the Project within ninety (90) calendar days thereafter. Bidder further agrees to pay liquidated damages in the sum of two hundred dollars (\$200.00) for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

The Bidder is prepared to submit a financial and experience statement upon request.

Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal. Also attached is a Statement of Bidder's Qualifications.

Date: \_\_\_\_\_, 20\_\_\_\_      \_\_\_\_\_  
Name of Bidder

State License No: \_\_\_\_\_ By \_\_\_\_\_

Treasury Number: \_\_\_\_\_ Title \_\_\_\_\_

Official Address (including Zip Code):

Incorporated under the laws of the State of



## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of .....)  
County of.....)ss.

\_\_\_\_\_, being first duly sworn, deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Title \_\_\_\_\_  
My commission expires: \_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_ hereinafter called Principal,  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)  
hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)  
hereinafter called Owner, in the penal sum of  
\_\_\_\_\_ Dollars, \$(\_\_\_\_\_) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and  
severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original term  
thereof, and any extensions thereof which may be granted by the Owner, with or without notice to  
the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands  
incurred under such contract, and shall fully indemnify and save harmless the owner from all costs  
and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the  
Owner all outlay and expense which the Owner may incur in making good any default, then this  
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder to the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

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

In Witness Whereof, this instrument is executed in \_\_\_\_\_

counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

(Principal)

\_\_\_\_\_  
(Principal) Secretary  
(SEAL)

By \_\_\_\_\_(S)

(Witness as to Principal)

(Address)

\_\_\_\_\_  
(Address)

(Surety)

ATTEST:

(Surety) Secretary  
(SEAL)

\_\_\_\_\_  
Witness as to Surety

By

Attorney-in-fact

(Address)

(Address)

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called

(Corporation, Partnership or Individual)

Principal, and \_\_\_\_\_

(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
\$( ) in lawful money of the United States, for the payment of which sum well and truly to be  
made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

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

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms,  
subcontractors, and corporations furnishing materials for or performing labor in the prosecution of  
the work provided for in such contract, and any authorized extension or modification thereof,  
including all amount due for materials, lubricants, oil, gasoline, coal and coke, repairs or machinery,  
equipment and tools, consumed or used in connection with the construction of such work, and all  
insurance premiums on said work, and for all labor, performed in such work whether by  
subcontractor or otherwise, and all taxes, licenses, assessments, contributions, penalties, and interest  
thereon, when and if the same may be lawfully due, then this obligation shall be void; otherwise to  
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice to any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

Witness as to Principal

(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

BY \_\_\_\_\_  
Attorney-in-fact

(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

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

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the  
duly authorized and acting legal representative of

\_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date:

NOTICE TO PROCEED

To: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Project: \_\_\_\_\_

You are hereby notified to commence work in accordance with Agreement dated \_\_\_\_\_, 20\_\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_\_, and you are to complete the WORK within \_\_\_\_\_ calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
City of Knoxville

Owner

By \_\_\_\_\_

Title \_\_\_\_\_ Chief Civil Engineer \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO

PROCEED is hereby acknowledged

by \_\_\_\_\_, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By

Title

c: Contractor  
Law Department  
Finance Department  
James R. Hagerman, P.E., Director of Engineering  
Stephen J. King, P.E., Deputy Director of Engineering  
Penny Owens, Contract Manager, Purchasing Department  
Project Inspector

## CHANGE ORDER

Order No. \_\_\_\_\_

Date: \_\_\_\_\_

NAME OF PROJECT: \_\_\_\_\_

OWNER: \_\_\_\_\_ City of Knoxville, Tennessee

CONTRACTOR: \_\_\_\_\_

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

JUSTIFICATION:

CHANGE TO CONTRACT PRICE:

Original Contract Price \$

Current Contract Price adjusted by previous Change Order \$ \_\_\_\_\_.

The Contract Price due to this Change Order will be (increased) (decreased) by: \$ \_\_\_\_\_.

The new Contract Price including this Change Order will be \$ \_\_\_\_\_.

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_.

All other provisions of document number \_\_\_\_\_ shall remain in full force and effect.

Requested by (Chief Civil Engineer) \_\_\_\_\_

Accepted by (Contractor) \_\_\_\_\_

Recommended by (Deputy Director of Engineering) \_\_\_\_\_

Approved by (Director of Public Works) \_\_\_\_\_

Approved by (Sr. Director of Finance & Accountability) \_\_\_\_\_

Approved as to form (Sr. Director of Law) \_\_\_\_\_

Ordered by (Mayor) \_\_\_\_\_



## STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Local Public Agency.)

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.

1. Name of Bidder.
2. Permanent main office address, including City, State, and Zip Code.
3. When organized.
4. If a corporation, where incorporated.
5. Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.)
6. General character of work performed by your company.
7. Have you ever failed to complete any work awarded to you? If so, where and why?
8. Have you ever defaulted on a contract? If so, where and why?
9. List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and year completed.
10. List your major equipment available for this contract.
11. Experience in reinforced concrete and masonry retaining walls, grading, paving, and other work similar in importance to this project.
12. Background and experience of the principal members of your organization including the officers.
13. Credit available: \$ \_\_\_\_\_.
14. Give bank reference.
15. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Knoxville?
16. (a) Have you ever been a party to or otherwise involved in any action or legal proceeding

involving matters related to race, creed, nationality, sex, religion or nationality? If so, give full details.

- (b) Have you ever been accused of discrimination based upon race, color, sex, nationality, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By

Title

State of \_\_\_\_\_ )  
 )ss  
County of \_\_\_\_\_ )

\_\_\_\_\_ being duly sworn, deposed and  
says that he is the \_\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires

## CONTRACT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF KNOXVILLE, a municipal corporation organized and existing under the laws of the State of Tennessee, and \_\_\_\_\_.

WHEREAS, the Purchasing Agent for the City of Knoxville advertised for competitive sealed bids for the "(Project Name)", Project No. (#), and

WHEREAS, \_\_\_\_\_ submitted the lowest qualified (Unit Price Bid)(Lump Sum Bid) \_\_\_\_\_, which bid was approved by the Council of the City of Knoxville on \_\_\_\_\_, by Resolution \_\_\_\_\_.

NOW, THEREFORE, the CITY OF KNOXVILLE and for the mutual considerations stated herein agree as follows:

I. STATEMENT OF WORK. \_\_\_\_\_ shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, and perform and complete all work required on the \_\_\_\_\_, and required supplemental work for the City of Knoxville, Tennessee, all in strict accordance with the contract documents for said project including all addenda thereto as prepared by the Engineering Department of the City of Knoxville and dated \_\_\_\_\_.

II. CONTRACT PRICE. The City of Knoxville shall pay to \_\_\_\_\_ for the satisfactory performance of the contract in current funds, subject to additions and deductions and in accordance with the (Unit Prices Bid)(Lump Sum Bid) as provided in the contract documents, but not to exceed the sum of \_\_\_\_\_ unless modified by a Contract Change Order.

III. CONTRACT. The executed Contract Documents shall consist of the following:

- a. This contract
- b. Addenda

- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid and Proposal
- f. General Conditions
- g. Supplemental General Conditions
- h. Special Conditions
- i. Technical Specifications
- j. Drawings

This Agreement, together with other documents enumerated in this Article III, which said other documents are as fully a part of the contract as if hereto attached or herein repeated, forms an Agreement between the parties hereto.

IN WITNESS WHEREOF, the CITY OF KNOXVILLE and

have caused this Agreement to be executed in five copies on the day and year first written above.

CITY OF KNOXVILLE

By  
Madeline Rogero  
Mayor

APPROVED AS TO FORM  
AND CORRECTNESS:

CHARLES SWANSON  
Senior Law Director

By \_\_\_\_\_  
(Title)

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

## DRUG-FREE WORKPLACE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes, and says that:

- (1) He/She is a principal officer of \_\_\_\_\_, the firm that has submitted the attached Proposal, his or her title being \_\_\_\_\_ of the firm; and
- (2) He/She has personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- (3) He/She certifies that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tenn. Code Ann. §§ 50-9-100 et. seq., have been met and implemented.

(Signed)

(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Title

My Commission expires

## IRAN DIVESTMENT ACT of 2014

### Certification of Noninclusion

**NOTICE:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the state of Tennessee; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. A list of entities ineligible to contract in the State of Tennessee Department of General Services or any political subdivision of the State may be found here:

[https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List\\_of\\_persons\\_pursuant\\_to Tenn. Code Ann. 12-12-106, Iran Divestment Act-July.pdf](https://www.tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act-July.pdf)

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 T.C.A. § 12-12-106.

Vendor Name (Printed)	Address
By (Authorized Signature)	Date Executed
Printed Name and Title of Person Signing	

**NOTARY PUBLIC:**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

My commission expires: \_\_\_\_\_

## **LICENSURE AFFIDAVIT OF PRIME PROPOSER**

The undersigned "prime proposer" hereby states that any and all sub-consultants/contractors employed or to be employed by the prime proposer in the performance of the services requested in this Invitation to Bid are licensed as professional service firms in the State of Tennessee where said sub-consultants/contractors will perform services that are considered professional in nature.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_

My commission expires: \_\_\_\_\_

## TECHNICAL SPECIFICATION

**Replacement of roof systems on Shelters A and B at Inskip Pool, located at 4204 Bruhin Road; Knoxville, TN 37918. An aerial map labeling the shelters is located in the Appendix.**

1. Shelter A: Shelter A measures approximately 13'10" x 40'. The columns are approximately 8' on center and are steel pipes with a 4" outside diameter. These pipes match the size of a 3 ½" diameter standard steel column. These columns carry an approximate tributary area of 9' x 8'. If the loading is approximately 40 psf, there is an anticipated load of 3,000 pounds per column.
2. Shelter B: Shelter B measures approximately 24' x 40'. The columns are approximately 8' on center and are steel pipes with a 3" outside diameter. These pipes match the size of a 2 ½" diameter standard steel column. These columns carry an approximate tributary area of 14' x 8'. If the loading is approximately 40 psf, there is an anticipated load of 5,000 pounds per column.
3. Load Bearing and Bracing: The columns are capable of carrying the code-required live load and dead load of the roof, provided they are braced such that they do not move laterally. Lateral bracing shall be accomplished by knee braces of steel or wood, or by X bracing. Bracing shall be supplied to every other bay, using 3 x 3 angles at approximately 6' from the grade and extending at a 45-degree angle to the beam. These angles shall be bolted to the beam and welded to the columns. This bracing shall occur at each side of the shelters (i.e., with 3 bays of bracing at each side). A row of bracing shall also occur at the sides of each shelter (see drawing included in Appendix).
4. Construction shall be of post steel roof system complete with flashing and trim. Shelters shall include gutters and downspouts.
5. The wood truss system shall be replaced and shall utilize an engineered truss system with a treated wood overhang without any insulation or soffit. The overhang shall match the current structure and be a minimum of 1 foot. The metal roof shall be 29-gauge and utilize a rib design that covers 36 inches.
6. Colors of metal/trim/flashing shall be determined later.
7. Each rib shall be ¾ inches in height and spaced 9 inches apart.
8. The roof pitch shall match the existing structure as close as possible.
9. All gable ends shall be covered with metal and trim over the truss system.
10. Contractor will be responsible for removing and disposing of the existing roof system on both shelters.



11. Roof coverings shall be designed and installed in accordance with chapter 15 of the International Building Code and in accordance with the approved manufacturer's instructions. Such coverings shall also be designed for wind loads in accordance with IBC 1504.2, 1504.3 and 1504.4.

12. Structural design shall be in accordance with chapter 16 of the International Building Code so as to support safely the factored loads in load combinations (i.e., dead load, live load, wind load, snow loads) as defined in the 2012 IBC.

Permit submittal: By code the following information must be provided on the construction documents: IBC 1604.1 Construction Documents--The design loads and other information pertinent to the structural design required by Section 1603.1.1 through 1603.1.9 shall be indicated on the construction documents.

Design and Site Layout Guidelines: Assembly Occupancies (A) - buildings or structures, or any portion thereof, for the gathering of persons for purposes such as civic, social, or religious functions or for recreation, food or drink consumption, or awaiting transportation, having a capacity of 50 or more persons. **A registered design professional's stamped drawings are required for this type of occupancy regardless of the size of the facility.** Examples include: amusement park buildings; auditoriums; churches, synagogues, mosques; dance halls; motion picture theaters; museums; passenger depots; public assembly halls; and restaurants that accommodate 100 or more people, or that have a stage, provide dancing or entertainment features. See more at: <https://www.tn.gov/commerce/article/arch-requirements-for-building-design#sthash.zcceN5gZ.dpuf>

**Contractor's structural engineering services may be subcontracted, but engineer must be licensed to conduct business in the State of Tennessee; as such, the prime contractor's proposal must include the fully executed and notarized "Licensure Affidavit for RFP" found in this solicitation packet; this document affirms that all subcontractors providing professional services requested in this RFP are in fact licensed as professional service firms in the State of Tennessee. Proposal must include license information and resume of the proposed engineer. Contractor must use the services of the proposed subcontractor unless Contractor has written approval to do so by the City of Knoxville. Furthermore, proposed engineer for the awarded contractor will be required to provide the City with approved evidence of Professional Liability/Errors and Omissions insurance coverage as specified herein (see Paragraph 21.8 below).**

Measurements: Square footage measurements indicated herein are approximations; bidders are responsible for their own exact measurements.

Warranty: All work shall have a minimum of one year installation guarantee and minimum five year material guarantee.

Construction Access and Staging: The park will remain open to the public during construction. Contractor shall fence in the project work area and use extreme caution when maneuvering around the park. Use caution when driving through the park as there are many pedestrian crossings. Safety is of the utmost importance for the protection of park and greenway trail patrons.

Existing picnic shelter shall be used for the construction staging area. Contractor bears sole responsibility for any supplies, materials, or equipment left on site. The city is not responsible for damage or loss of such items. The gravel parking lot located off the Concord St Access is available

for gravel stockpiling and as an additional staging area. Location shall be to the rear of the parking lot and out of the way of park users.

Damages and Site Clean Up: Contractor is responsible for any damage caused to the existing playground structure, surfacing and park property. Contractor shall clean the job site when completed and restore all disturbed areas to existing conditions. Contractor shall repair and lawn seed all disturbed areas. All work shall stay within the general vicinity of the project area.

## SPECIAL CONDITIONS

### General

All bidders must submit with their bid a non-collusion affidavit as contained in these documents.

Where there appears to be a discrepancy between the Special Conditions and any other part of the Contract documents and Specifications these Special Conditions shall govern.

The Contractors attention is called to the fact that in some instances reference may be made in the Technical Specifications to the 1995 edition of the Tennessee Department of Highway Standard Specifications for Road and Bridge Construction. This reference, if made, is amended to refer to the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (TDOTSS) dated March 1, 2006, and any current revisions and special provision thereto.

The City of Knoxville reserves the right to increase or decrease quantities for the items listed in the Bid Proposal and also add or delete from the proposed construction.

### Materials Testing and Sampling:

Materials for construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All testing, sampling, and inspection of materials, as described below, shall be provided and paid for by the Contractor. All materials testing shall utilize methods as detailed in the technical specifications or as approved by the Engineer. Personnel performing materials testing shall be properly certified and approved by the Engineer. It is the Contractor's responsibility to take said samples to an approved independent laboratory and obtain test results. A minimum of three copies of all test results shall be provided to the Engineer to verify conformance to contract specifications.

### Measurement

The Contractor will reconcile each day with the City of Knoxville Project Representative, materials incorporated into construction during that day, or materials shipped to the project and adequately stored and protected for which the Contractor requests payment.

The Contractors attention is specifically directed to Tennessee Code Annotated 47-26-101 Et seq. governing certification and bond of scale operators. The provisions of this code as well as all other Federal, State and City of Knoxville laws, ordinances, rules and regulations that are applicable to the construction of the project shall apply throughout the construction of the project. The City of Knoxville reserves the right to direct the contractors hauling units to a state, city or commercially owned scale to verify weights provided by the Contractor.

### Tennessee One Call

Contractor shall notify Tennessee One Call prior to excavation on street right-of-way according to Tennessee State Law (1-800-351-1111).

## Title VI Compliance

All bidders must comply with Title VI of the Civil Rights Act of 1964, as codified in 42 U.S.C. 2000d. The successful bidder must follow Title VI guidelines in all areas including hiring practices, open facilities, insurance, and wages. The City of Knoxville reserves the right to review all compliance records by a contract compliance officer designated by the City.

### **Certified Payrolls**

The Contractor and subcontractors shall submit certified payrolls to the Engineer each week in which any work is performed. During construction, if the work of the Contractor or subcontractor will be interrupted for a week or more, the following statement shall be placed on the signature sheet of the payroll for the last week in which work was performed: "No additional work will be performed until further notice."

In the event a work stoppage of a week or more occurs which is not anticipated, the Engineer shall be furnished the following statement on the signature sheet of the payroll form for the week immediately after the week in which work was interrupted: "No work performed, and no work will be performed until further notice."

When work has ceased in either case as stipulated above, the Contractor or subcontractor shall note the following statement on the payroll for the week on which work is resumed: "Last previous work was performed the week ending \_\_\_\_\_."

## GENERAL CONDITIONS

1. Definitions
  2. Additional Instructions and Detail Drawings
  3. Schedules, Reports, and Records
  4. Drawings and Specifications
  5. Shop Drawings
  6. Materials, Services and Facilities
  7. Inspection and Testing
  8. Substitutions
  9. Patents
  10. Surveys, Permits, Regulations
  11. Protection of Work, Property, Persons
  12. Supervision by Contractor
  13. Changes in the Work
  14. Changes in Contract Price
  15. Time for Completion and Liquidated Damages
  16. Correction of Work
  17. Subsurface Conditions
  18. Suspension of Work, Termination and Delay
  19. Payments to Contractor
  20. Acceptance of Final Payment as Release
  21. Insurance Requirements for Contractors
  22. Contract Security
  23. Assignments
  24. Indemnification
  25. Separate Contracts
  26. Subcontracting
  27. Engineer's Authority
  28. Land and Rights-of-Way
  29. Guaranty
  30. Taxes
  31. Traffic Control
  32. Job Offices and Other Temporary Buildings
  33. Work by Utilities
  34. Maintenance
  35. Estimate of Quantities
  36. Air Pollution and Dust Control
  37. Care of Work
  38. Tennessee One Call
  39. Notice of City Procurement Code Prohibitions
  40. Equal Business Opportunity Program
- Forms

1. Definitions - Wherever used in the Contract Documents, the following terms shall have the

meanings indicated which shall be applicable to both the singular and plural thereof:

1.1 Abbreviations -

AASHTO	American Association of State Highway and Transportation Officials
ASTM	American Society for Testing and Materials
KUB	Knoxville Utilities Board
TDOTSS	Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, 2006

- 1.2 Approved (also "directed," "required," "permitted") shall mean as approved, directed, required or permitted by the Engineer, unless specified otherwise.
- 1.3 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawing, and Specifications, by additions, deletions, clarifications or corrections.
- 1.4 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. Included in the Bid Schedule which shall list all items to bid upon, and the total bid price for the Work.
- 1.5 Bidder - Any person, firm, or corporation submitting a Bid for the Work.
- 1.6 Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.7 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
- 1.8 Contract Documents - The Contract including Advertisement for bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, Addenda, General Conditions, Supplemental General Conditions, and Certificate of Owner's Attorney.
- 1.9 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.10 Contract Time - The number of calendar days stated in the Contract Documents for the completion of the Work.
- 1.11 Contractor - The person, firm, or corporation with whom the Owner has executed the Agreement.

- 1.12 Drawings - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.
- 1.13 Engineer - The Director of Engineering or his duly authorized assistant or representative.
- 1.14 Field Order - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.
- 1.15 Notice of Award - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.16 Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the Work.
- 1.17 Owner - City of Knoxville, Tennessee
- 1.18 Plans - The approved Plans, profiles, cross-sections, working drawings and supplemental drawings which show the location, character, dimensions, and details of the construction to be performed.
- 1.19 Project - The undertaking to be performed as provided in the Contract Documents.
- 1.20 Resident Project Representative - The authorized representative of the Director of Engineering who is assigned to the Project site or any part thereof.
- 1.21 Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- 1.22 Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 Subcontractor - An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.24 Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.25 Supplemental General Conditions - Modifications and Additions to General Conditions as deemed necessary by the Owner or Engineer prior to inclusion in the Contract Documents.
- 1.26 Suppliers - Any person, supplier, or organization who supplies materials or equipment for the

Work, including that fabricated to a special design, but who does not perform labor at the site.

1.27 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

1.28 Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

## 2. Additional Instructions and Detail Drawings

2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.

2.2 The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

## 3. Schedules, Reports, and Records

3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner may request concerning Work performed or to be performed.

3.2 Prior to the first partial payment estimate, the Contractor shall submit schedules showing the order in which he proposes to carry on the Work, including dates at which we will start the various parts of the Work, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment. Each such schedule to be subject to change from time to time in accordance with the progress of the Work.

## 4. Drawings and Specifications

4.1 The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, ready for use, occupancy or operation by the Owner.

4.2 In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over general drawings. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.



- 4.3 Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.
- 4.4 Upon award of the contract, the Contractor will be supplied free of charge up to six (6) complete sets of the Drawings and Specifications. Any prints or specifications in excess of these shall be furnished to the Contractor at cost.
- 5. Shop Drawings
  - 5.1 The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer shall promptly review all Shop Drawings. The Engineer's approval of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the Requirement of the Contract Documents shall be evidenced by a Change Order.
  - 5.2 When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they conform to the requirements of the Contract Documents.
  - 5.3 Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer.
- 6. Materials, Services and Facilities
  - 6.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.
  - 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.
  - 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
  - 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
  - 6.5 The Contractor warrants that he has good title to all materials, supplies, and equipment used by him in the work. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the

seller.

- 6.6 All materials required in the Work may be stored on the site subject to approval by the Engineer, but all such materials and machinery shall be neatly and compactly stored in such a manner as to cause the least inconvenience to property owners and traffic. All fire hydrants, water and gas shut-off boxes, and other underground utility accesses must be kept free and unobstructed at all times. Proper lighting and signing must be provided to warn the traffic of any obstructions caused by the storage of materials or equipment upon public thoroughfares.
- 6.7 The Contractor shall make his own arrangements for delivery and handling of equipment and materials as he may require for the prosecution of the Work. The location of all temporary lines, roadways and similar facilities shall be subject to the approval of the Engineer and these shall be located and operated so as not to interfere with other work carried on by the Owner or by other Contractors. These temporary power lines, roadways or other facilities which the Contractor furnishes, installs, maintains, and removes may be used by the Owner or other Contractors at such reasonable times as may be directed by the Engineer.
- 6.8 Adequate sanitary facilities shall be provided by the Contractor. All such sanitary facilities shall conform to the requirements of the Tennessee Department of Public Health and the Knoxville-Knox County Health Department.
- 7. Inspection and Testing
  - 7.1 All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards.
  - 7.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.
  - 7.3 Where mill tests of materials are found necessary by the Engineer to be used for acceptance, the Contractor shall furnish certified copies of such mill tests.
  - 7.4 Where shop equipment performance tests are specified, the Engineer shall be permitted to witness such tests. In the absence of a witnessed test, certified copies of shop tests shall be submitted at the discretion of the Engineer.
  - 7.5 The Owner shall provide all other inspection and testing services not required by the Contract Documents. No payment will be made to the Contractor for samples taken for tests, such as concrete cylinders, etc.
  - 7.6 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing or approval.
  - 7.7 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

- 7.8 The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.
- 7.9 If any Work is covered contrary to the written request of the Engineer, it must if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.
- 7.10 If any Work has been covered which the Engineer has not specifically requested to observe prior to its being covered, or 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, testing and reconstruction and an appropriate Change Order shall be issued.
8. Substitutions
- 8.1 Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and functions for those referred to in the Contract Documents by reference to brand name or catalogue number and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, 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 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 will be made by the Contractor without a change in the Contract Price or Contract Time.
9. Patents
- 9.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

10. Survey, Permits, Regulations

- 10.1 The Owner shall furnish all land 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 as shown in the Contract Documents. Unless otherwise specified in the Contract Documents, the Engineer shall furnish the Contractor all lines, profiles, grades and measurements necessary for proper construction of the project. The Contractor's attention is called to the fact that the Engineer will determine what surveying and construction layout is necessary for the Project and that minor measurements incidental to the construction process will be made by the Contractor. Items normally determined as necessary include such things as staking grades and alignment of the roadway, "Blue top stakes", slope stakes, grades and alignments of storm sewers, and staking 50' centerline stations. The Contractor shall notify the Engineer 48 hours in advance of needed construction staking.
- 10.2 The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or negligent destruction by the Contractor, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. 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 Section 13, Changes in the Work.
- 10.4 Construction and demolition debris must be disposed of in a state permitted and approved construction and demolition landfill (TDEC Class I, III, or IV).
- 10.5 Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Federal, State and local regulations regarding hauling and disposal of waste shall apply.

11. Protection of Work, Property and Persons

- 11.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Construction.
- 11.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and

protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not attributable directly or indirectly in whole or in part to the fault or negligence of the Contractor.

- 11.3 In emergencies affecting the safety of persons or the Work or property at the side or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, 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 the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.
- 11.4 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in course of employment on work under the Contract.
- 11.5 The Contractor alone shall 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.
- 11.6 The Contractor shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the prosecution of the Work, and that may not be otherwise provided for, and he shall repair and make good any damages to such property by reason of his operations. All existing fences which due to prosecution of the Work that were removed shall be replaced by the Contractor. No extra payment will be made for said work or materials unless specified.
- 11.7 Contractor shall repair or replace at his own expense any property pins, bench marks, existing water pipes, sewers, drainage ditches and all plantings including grass that are damaged during construction. The site shall be left in its present condition after all clean up work has been done. Any damage to drainage or water pipes, local sewers, planting including grass, utilities, roads, parking space or other structures, shall be repaired and replaced immediately in the condition found. Such repairs and replacements shall be at the expense of the Contractor.
- 11.8 Contractor will be required, at his own expense, to do everything necessary to support, protect and sustain all sewer, water or gas pipes; service pipes; electric lights; power, telephone or telegraph poles; conduits; and other fixtures laid across or along the site of the Work. The Engineer, as well as the company or corporation owning said poles, pipes or conduits must be notified by the Contractor before any such fixtures are removed or molested. In case any of the said sewer, gas, or water pipes; service pipes; electric lights; power; telephone or telegraph poles; conduits; or other fixtures be damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.

- 11.9 Should it become necessary to temporarily change the position or remove poles, electric conduits, water pipes, gas pipes, or other pipes or wires, the Contractor shall notify the Engineer and company or the corporation owning the said poles, pipes or conduits of the location and circumstances, and shall cease work if necessary until satisfactory arrangements have been made by the owners of the said poles, pipes, conduits or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of such temporary changes or removal must be included in the unit or lump sum prices bid for the various items under this Contract.
- 11.10 Before, during and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flood or breakage, thereby permitting the Work to be left in a perfect condition at the completion of the Contract. No extra payment will be made for this work but the entire cost of the same shall be included in the price bid for the construction of the work done under this contract.
12. Supervision by Contractor
- 12.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will 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.
13. Changes in the Work
- 13.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. All Change Orders must be approved by the Owner and the Engineer.
- 13.2 The Engineer, also, may at any time, by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles him to a change in Contract Price or Time, or both, in which event he shall give the Engineer Written Notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the Owner.
- 13.3 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, and the claim presented with the first estimate after the change or extra work is done. When the Work is performed under the terms of Article 14 of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

#### 14. Changes in Contract Price

14.1 The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the Work to cover the cost of general overhead and profit.

#### 15. Time for Completion and Liquidated Damages

15.1 The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

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

15.3 If a Contractor shall fail to complete the Work within the Contract Time, or extension of time granted by the Owner, then the Contractor will pay to the Owner the amount for liquidated damages as specified in the Bid for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

15.4 The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and Contractor has promptly given Written Notice as such delay to the Owner or Engineer.

15.4.1 To any preference, priority or allocation order duly issued by the Owner.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. Correction of Work

- 16.1 The Contractor shall promptly remove from the premises all Work rejected by the Engineer for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.
- 16.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the Owner may remove such Work and store the materials at the expense of the Contractor.
- 16.3 If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement of the Engineer shall be equitable.

17. Subsurface Conditions

- 17.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:
- 17.1.1 Subsurface or latent physical conditions at the site, differing materially from those indicated in the Contract Documents; or
- 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract Documents.
- 17.2 The Owner shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the Work, and equitable adjustment shall be made and the Contract Documents shall be modified by a Charge Order. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given the required Written Notice; provided that the Owner may, if he determines the facts justify, consider and adjust any such claims asserted before the date of final payment.
- 17.3 If the Bidder wishes to make borings for his own use, the Owner will make the site of the Work available to the Bidder to do this exploratory work. Written permission must be obtained from the Engineer before the Bidder begins Work on the site. Cost of such borings shall be at the expense of the Bidder.

18. Suspension of Work, Termination and Delay

- 18.1 The Owner may, at any time and without cause, suspend the Work or any portion thereof for



a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer on which Notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension

- 18.2 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 18.3 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any right of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 18.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) days after it is submitted, or the Owner fails to pay the Contractor substantially the sum approved by the Engineer or awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of a Written Notice to the Owner and the Engineer, terminate the Contract and recover from the Owner payment for all Work executed and all expenses sustained. In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the Owner has failed to make any payment as aforesaid, the Contractor may upon ten (10) days notice to the Owner and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to

the stoppage of the Work.

- 18.6 If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Engineer.
- 18.7 The Owner may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the Owner terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its sole and exclusive remedy the following amount from the Owner, and the Owner shall have no further or other obligations to the Contractor: The amount due to the Contractor for work executed through the date of termination, not including any future costs, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Agreement had not been terminated.
19. Payments to Contractor
  - 19.1 Payment by the Owner to the contractor will be made on a monthly basis. Work performed during the month will be submitted by the Engineer for payment on or before the 10th day of the following month. Payment will then be made by the City of Knoxville Finance Department to the Contractor. The Owner shall retain five (5%) percent of all work covered by the Contract Documents.
  - 19.2 The Contractor may request partial payment for materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site. Such a request shall be accompanied by supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance.
  - 19.3 All Work covered by payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damage Work, or as a waiver of the right of the Owner to require the fulfillment of all terms of the Contract Documents.
  - 19.4 Upon completion and acceptance of the Work, the Engineer shall issue a certificate attached to the final payment request that the Work has been accepted by him under conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages, but except such sums as may be lawfully retained by the Owner, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.
  - 19.5 The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the

Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

- 19.6 No separate payment will be made for any items specified in the General Conditions, Supplementary General Conditions or the General Provision, Payments for such items shall be included in the unit price and lump sum prices bid by the Contractor for items listed in the Bid Schedule.

20. Acceptance of Final Payment as Release

- 20.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor other than claims in state amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

21. Insurance Requirements for Contractors

- 21.1 Contractor shall at its sole expense obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this Agreement. All insurance must be underwritten by insurers with an A.M. Best rating of A-VIII or better.

- 21.2 *Commercial General and Umbrella Liability Insurance:* occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

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

- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

21.3 *Automobile Liability Insurance.* including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Contractor.

21.4 *Workers' Compensation Insurance.* Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.

21.5 *Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the Law Director, City of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901.
- b. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
- c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- e. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

- f. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
  - g. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City.
  - h. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.
  - i. Completed Operations Insurance. Contractor shall procure and shall maintain liability coverage that shall include completed operations coverage. Contractor shall maintain such coverage for a period of two (2) years from the date of the City's final acceptance of the project.
- 21.6 Excess Liability Insurance: Contractor shall maintain excess liability insurance in addition to the insurance specified above with a limit of not less than \$2,000,000.00 each occurrence. This coverage shall be on a follow form basis.
- 21.7 Maintain liability coverage that shall include completed operations coverage, and Contractor shall maintain such coverage for a period of 2 years from the date of final acceptance of the project.
- 21.8 **Professional Liability (including Errors & Omissions).** Consultant shall maintain professional liability insurance covering claims arising from real or alleged negligent errors, omissions, or acts committed in the performance of professional services under this contract with limits of \$2,000,000. If the coverage is written on a claims-made form:
- a. The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.
  - b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work and acceptance by the City.
  - c. If coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date. Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
  - d. A copy of the claims reporting requirements must be submitted to the City for review.
- 21.9 Builders' Risk Insurance. Contractor shall procure and shall maintain or shall cause to be procured and maintained Builders' Risk Insurance on a replacement cost basis during the construction of the project. Insurance is to be on an "all risks" basis and shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, collapse, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's services and expenses

required as a result of such insured loss. Insurance is to cover all property of Contractor (and its subcontractors) and the City of Knoxville at the construction site. Coverage shall cover the completed value of the construction including without limitation, slab on grade, excavations, foundations, caissons, tenant finish work, and retaining walls around the perimeter of the project. Any exclusion of so-called underground damage to pipes, collapse of structure, or damage resulting from explosion or blasting shall be deleted. This coverage shall be issued on a completed value form basis for 100% of the insurable replacement value of the project. Such policy shall provide that any loss thereunder shall be payable to Contractor, the City of Knoxville, and others as their interests may appear and shall also have a replacement cost endorsement. The insurer shall waive all rights of subrogation against the City. Partial occupancy or use shall not commence until the insurance company or companies providing the insurance have consented to such partial occupancy or use by endorsement or otherwise. Contractor shall be responsible for the deductible in the event of a loss.

21.10      *Intentionally left blank.*

21.11      *Intentionally left blank.*

22.      Contract Security

22.1      The Contractor shall within fifteen (15) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

23.      Assignments

23.1      Neither the Contractor nor the Owner shall 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 other party.

23.2      In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause 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 call for in this contract.

24. Indemnification Clause

24.1 Contractor shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Contractor in performance of this Agreement or from Contractor's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees.

24.2 Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

24.3 Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

24.4 The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

25. Separate Contracts

25.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall

inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.

25.2 The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (Or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his

Work with theirs.

- 25.3 If the performance of additional Work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves in additional expense or entitles him to an extension of the Contract Time, he may make claim therefore as provided in Sections 14 and 15.

26. Subcontracting

- 26.1 The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. Work shall not be awarded to the Subcontractor without prior approval of the Owner.
- 26.2 The Contractor shall not award Work to Subcontractor(s), in excess of fifty (50%) percent of the Contract Price, without prior written approval of the Owner.
- 26.3 The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the 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 Owner may exercise over the Contractor under any provision of the Contract Documents.
- 26.5 Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

27. Engineer's Authority

- 27.1 The Engineer shall act as the Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Engineer will make visits to the site and determine if the Work is proceeding in accordance with the Contract Documents.
- 27.2 The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory of fabrication plant of the source of material supply.
- 27.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The Engineer shall promptly make decisions relative to interpretation of the Contract Documents.



- 27.5 The Engineer may appoint inspectors as he desires. An inspector is placed on the Work to keep the Engineer informed as to the progress and manner in which construction is being done, and to assure adherence by the Contractor to the Drawings and Specifications. The inspector will have the authority to reject defective materials and to suspend any construction that is being improperly done, subject to final decision of the Engineer. The inspector will not have the authority to revoke, alter, enlarge or relax the provisions of these conditions, or to issue instructions contrary to Drawings and Specifications.
28. Land and Rights-of-Way
- 28.1 Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- 28.2 The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.
29. Guaranty
- 29.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Substantial Completion.
30. Taxes
- 30.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.
31. Traffic Control
- 31.1 The Contractor shall submit to the City of Knoxville Traffic Engineer a traffic control plan for the roadways within the project area. The Contractor shall not begin construction until the traffic control plan has been approved by the Traffic Engineer. Flagmen, barricades, signs and traffic control furnished by the Contractor shall conform to the standards established in the latest edition of the "Manual on Uniform Traffic Control Devices," published by the U.S. Department of Transportation.
32. Job Offices and other Temporary Buildings
- 32.1 The Contractor shall furnish office space for the Resident Engineer. Space shall be at least 150 square feet in area and shall be located conveniently to the Work. Office shall be furnished with a desk, drafting table, applicable chairs, drawing rack, surveying instrument storage, telephone service, lights, heat, air conditioning, windows and one door with cylinder lock.

32.2 No shanties, camps or buildings for the housing of men employed on the Work shall be erected on land owned or leased by the Owner unless a permit, in writing, is secured from the Engineer allowing their construction. Should permission be asked and granted, the Contractor must comply with all regulations regarding the construction and maintenance of such buildings.

### 33. Work by Utilities

33.1 During the life of the contract, the Knoxville Utility Board Bureau of Water, Bureau of Gas and Bureau of Electricity; BellSouth Telephone Company, Scripps-Howard Cable Television, Traffic Engineering Department, and Service Department may install or adjust their respective utilities in the project area and work shall be performed by the Contractor in cooperation with the Utilities. The Contractor shall be responsible for the coordination of his work with the respective Utility Owner.

33.2 Any costs for relocation of the Utility during construction such as power poles, etc. to facilitate the work of the Contractor for the convenience of the Contractor shall be borne by the Contractor.

### 34. Maintenance

34.1 The Contractor shall undertake to provide reasonable maintenance for those items listed below and cost of said work shall be included in the unit or lump sum prices bid for the various items of Work under this Contract, and the manner of providing for this work shall meet with the approval of the Engineer:

34.1.1 The Contractor shall make ample provisions for both vehicular and pedestrian traffic on any public road. Effort must be made to minimize by-passing traffic during construction.

34.1.2 The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface and flood flows which may be encountered at any time during the construction of the Work.

34.1.3 The Contractor shall lay and maintain temporary driveways, culverts, and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

34.1.4 The Contractor will minimize siltation and bank erosion during construction.

34.2 The contractor will be required to restore all street surfaces and utilities damaged by his operations to as good condition as they were previous to the work. He will be required to maintain all improvements, constructed by him, in good condition until they are accepted by the Engineer.

### 35. Estimate of Quantities

35.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents including the proposal, they are given for use in comparing Bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably

necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

36. Air Pollution and Dust Control

36.1 The contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the contract, including any air pollution control rules, regulations, ordinances and statutes, specified in the Tennessee Department of Public Health's, "Air Pollution Control Regulations" or any municipal regulations pertaining to air pollution.

36.2 All available precautions shall be taken to control dust. When the Engineer judges dust to be a problem, the Contractor shall control the dust by sprinkling, by applying calcium chloride, or by other methods as directed. Payment for dust control will be made at the applicable contract unit prices for the various items used and said contract unit prices will be full compensation for furnishing all materials, equipment, tools, labor and incidentals required to control dust. No additional compensation will be allowed for any costs incurred due to delays caused by necessary dust control operations.

37. Care of Work

37.1 The Contractor expressly undertakes at his own expense:

- a. To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- b. Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;

37.2 The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and pipelines and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipelines being shown only for the convenience of the Contractor who must verify the information to his own satisfaction. The giving of this information upon the Drawings will not relieve the Contractor of his obligations to support and protect all pipelines and other structures which may be encountered during the construction of the Work and to make good all damages done to such pipelines and structures.

38. Tennessee One Call

38.1 The Contractor shall notify Tennessee One Call (1-800-351-1111) 3 working days prior to any excavation in public street right-of-way. This is a requirement of Tennessee state law to protect facilities located within the right-of-way.

39. Notice of City Procurement Code Prohibitions

39.1 It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) The employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or a member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any other person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

39.2 It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any such contract for a job, work or service for the City in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

39.3 It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from other person, anything of a pecuniary value for or because of:

- (1) Any official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a City employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section. It is unlawful for any payment, gratuity or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

#### 40. Equal Business Opportunity Program

### SECTION I

## "GOOD FAITH EFFORT PLAN"

The Contractor will consider all competitive sub-bids and quotations received from M/WBE firms. When a subcontract is not awarded to the M/WBE firm submitting the lowest bid, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing. If the Contractor terminates an agreement and/or subcontract with an M/WBE, the Contractor will be required to adhere to these provisions of a "Good Faith Effort" in the selection of the replacement for that M/WBE firm.

## GOOD FAITH EFFORTS

1. Soliciting through all reasonable and available means.
  - a. Advertising
  - b. Written notices to all certified M/W businesses who have the capability to perform the work of the contract or provide the service.
  - c. Solicitation of interest must be within sufficient time to allow M/W business enterprises to respond to the solicitation.
  - d. Faxes, direct mailings, and telephone requests
2. Providing interested M/W businesses with adequate information about plans specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
3. Negotiating in good faith with interested M/W Businesses.
  - a. It is the bidder's responsibility to make opportunities available to subcontractors and suppliers and to select opportunities consistent with the available M/W business subcontractors and suppliers. Evidence of such negotiations includes the names, addresses, and telephone numbers of M/W businesses considered.
    - (1) A description of the specifications for the work selection for subcontracting
    - (2) Evidence why additional agreements could not be reached for M/W businesses to perform the work.
4. Effectively using the services of available minority, women contractor groups, local minority and women business assistance offices, small business groups and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of minority/women business.

## SECTION II

## M/WBE SUBMITTAL TIME FRAME

The Contractor will submit the following forms with his (her) bid:

### 1. "Statement of Intent for Minority/WBE Utilization" (Form I Attached)

This form will illustrate the areas in which the Contractor has identified a potential MBE and WBE subcontract opportunity and the dollar value in which the Contractor proposes to attain in MBE and WBE utilization.

The purpose of this document is to measure the Contractor's **"Good Faith Efforts."** It is not the intent of this document to commit the Contractor to subcontracting these areas only to MBE and WBE firms or releasing the Contractor from negotiating with MBE/ WBE firms for subcontract opportunities in other areas.

or

### 2. "Statement of Intent of Performing Work Without Subcontracting" (Form II Attached)

This form is to be submitted if the bidder does not intend to subcontract any portions of the work and if there are not any sufficient material purchases on which MBE/ WBE firms can be utilized. The bidder must certify that this has been a typical practice on projects of similar scope and dollar value. By submittal of Form II, the Contractor is certifying that:

- (1) He (she) does not typically subcontract on projects of similar scope and dollar value.
- (2) He (she) will not enter into any subcontract for duration of the project, and if he (she) does decide to subcontract any portion of the work he (she) will:
  - (a) Notify the City immediately of the decision to subcontract.
  - (b) Adhere to the provision of **"Good Faith Efforts"** in filling that subcontract opportunity.

**The EBO Program Director may request the apparent low bidder to provide additional information to clarify the bidder's responsiveness.**

Upon the receipt of the Letter of Intent to Award/Letter of Award, the apparent low bidder will be requested to attend a pre-construction conference at which time he/she will be required to submit the following M/WBE Documentation:

- (1) Minority/ Women Utilization Commitment (Form III Attached).
- (2) A Letter of Intent to Perform as a Subcontractor and/or Provide Supplies or Services (Form IV Attached) for each M/WBE firm or copy of the subcontract agreements).
- (3) Documentation Showing Solicitation of bids and material quotes from MBE/WBE's, and the Certificate of M/WBE Unavailability (Form V Attached), or if no response was received from an M/WBE.
- (4) Documentation Showing the Reasons a Subcontract or significant material

- purchase was not awarded to an M/WBE.
- (5) M/WBE Utilization Commitment (Form III Attached)
  - (6) A Letter of Intent to Perform as a Subcontractor and/or provide Supplies or Services (Form IV Attached) for each M/WBE subcontractor/supplier.

The M/WBE documents will be received by the Purchasing Department or procurement officer. At the time of the final request for payment upon completion of the project, the Contractor shall submit a Statement of Final Payments to M/WBE Subcontractors and Suppliers (Form VI Attached). Final payment will not be released until Form VI is submitted.

### SECTION III

#### RESPONSIBILITIES

The EBO Program Director will notify certified minority, women and small businesses of the opportunities available to them and will provide them with a list of potential projects, to include goods and services and professional contracts. The EBO Program Director will provide the bidders with a list of certified M/WBE firms that can provide sub-bids and/or quotes for scope of services upon request.

##### Prime Contractors

The primes will solicit quotations from certified M/WBE firms and provide the same information requested and time frames to M/WBEs as they would non-M/W/SBE firms.

##### MBE/WBE Firms

The M/WBE will also be responsible for completing the letter of intent (Form IV Attached) in a timely manner and returning it to the Prime Contractor.

### SECTION IV

#### DEFINITIONS

Affirmative Action: Specific steps to eliminate discrimination and efforts to ensure nondiscriminating results and practices in the future and to fully involve minority business enterprises, women's and small business enterprises in contracts and programs.

Bidder/Participant: Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.

Contract: A mutual legally binding relationship or any modification thereof obligating the **seller** to furnish equipment or services, including construction and leases, that obligates the buyer to pay for said equipment or services.

Contractor: Partnership, corporation, association or joint venture which has been awarded a public contract or lease to furnish materials, equipment, or provide services at a specified price including every subcontract on such a contractual agreement with guaranteed warranties and insurance.

Discrimination: To distinguish, differentiate, or separate solely on the basis of age, race, religion, color, sex, national origin, disability or veteran's status.

Equipment: Includes materials, supplies, commodities, apparatus.

Joint Venture: An association of two or more businesses to carry out a single business enterprise for profit, for which purpose the combine their property, capital, efforts, skills and

knowledge.

Lessee: A business that leases or is negotiating to lease property from the City/Contractor or equipment or services to the City/Contractor, or to the public on City property.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. "Black American," which includes persons having origins in any of the Black racial groups of Africa;
- b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. "Native Americans," which includes persons who are American Indians or Alaska Native;
- d. "Asian-Indian Americans," which includes persons whose origins are from Indian, Pakistan or Bangladesh.
- e. "Asian Pacific Islander," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and Northern Marianas.

Minority Business Enterprise (MBE), Women Business Enterprise (WBE): A business which is at least fifty-one percent (51%) owned and controlled by minority group members or European American female(s). An MBE/WBE is bonafide only if the minority group or European American Female ownership interests are real and continuing and not created solely to meet the MBE/WBE requirement. In addition, the MBE/WBE must himself/herself perform satisfactory work or services to provide supplies under the contract and not act as a mere conduit. In short, the contractual relationship must also be bonafide. Certification of minority and women businesses is provided by City Certification Committee.

Owned and Controlled: A business which is (1) a sole proprietorship legitimately owned by an individual who is a minority or European American female; (2) a partnership or joint venture controlled by minorities or European American females, and in which at least fifty-one percent (51%) of the beneficial ownership interests legitimately are held by minorities or European American females; or (3) a corporation or other entity controlled by minorities or European American females, and in which at least fifty-one percent (51%) of the voting interests and fifty-one percent (51%) of the beneficial ownership interests are legitimately held by minorities or European American females. In addition, these persons must control the management and operation of the business on a day-to-day basis.

Small Business: Small Business as determined by SBA criteria.

Significant Material Suppliers: An aggregation of material, equipment or supplies provided by a single person or business for utilization in a City construction project, the total value of which is ten percent (10%) or more of the value of the contract or \$2,000 whichever is less.

Subcontractor: Any named person, firm, partnership, corporations which supplies any work, labor, services, supplies, equipment, materials or any combination of the foregoing contract with the contractor on a public contract.

Sub-Recipient: Any subcontractor or sub-lessee.

City: Any reference herein refers to the City of Knoxville, Tennessee.

Sub-bids: Any quote for labor and/or material to a Contractor.



**FORM I**

**STATEMENT OF INTENT OF  
M/WBE UTILIZATION  
(TO BE SUBMITTED WITH THE BID)**

We, \_\_\_\_\_, do certify that on the  
(Bidder)

(Project Name)  
(\_\_\_\_\_  
(Dollar Amount of Bid)

MBE/WBE's will be employed as construction subcontractors, vendors, suppliers, or professional services. The bidder indicates that he (she) will utilize M/WBE in the following areas:

Description of Work	MBE Amount	WBE Amount	

TOTAL

The undersigned understands that they are committed to negotiate with additional M/WBE for other materials and services not listed in the above schedule.

Submitted by \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

TITLE:

ADDRESS:

TELEPHONE NO:

**FORM II**

**STATEMENT OF INTENT TO PERFORM WORK WITHOUT SUBCONTRACTING  
(TO BE SUBMITTED WITH BID)**

We, \_\_\_\_\_, hereby certify that it is our  
intent to perform 100 % of the work required for the  
\_\_\_\_\_ contract  
(Name of Project)

In making this certification, the Bidder states the following:

1. That it is a normal business practice of the bidder to perform all elements of this type contract with its own work forces without the use of subcontracts.

AND

2. That if it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the "**Good Faith Efforts**" in providing equal opportunity to M/WBE Firms to subcontract the work.

The undersigned hereby certifies that he or she has read the terms of this statement and is authorized to bind the bidder as herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document and a list of previous projects of similar scope and dollar value as stated in Section 11 attached or the bid may be deemed non-responsive.

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

Submitted By: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**FORM III**

**M/WBE UTILIZATION COMMITMENT**

We, \_\_\_\_\_, do certify that on the  
(Bidder)

\_\_\_\_\_  
(Project Name)

\_\_\_\_\_  
(Dollar Amount of Bid)

Name of Firm	MBE	WBE		Contact Person	Type of Work To Be Performed	Dollar Value

TOTAL

The contractor has also furnished Letter of Intent (Form IV Attached).

The undersigned has or will enter into a formal agreement with the Minority/Women BE's for work listed in this schedule.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the contractor to the commitment herein set forth.

Signature and title of authorized official of the company and the date must be properly executed on this document.

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**FORM IV**

Project Name: \_\_\_\_\_

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR OR  
PROVIDE SUPPLIES OR SERVICES**

TO: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
(Prime Contractor)

CONTACT PERSON: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_

The undersigned intends to provide supplies or services in connection with the above bid request as a Minority/Women Enterprise.

Check:      ☐ African American      ☐ Hispanic America      ☐ Asian American  
             ☐ Native America      ☐ European American Female

The undersigned is prepared to perform the following described work in connection with the above project. (Specify in detail particular work items or parts thereof to be performed):

\_\_\_\_\_  
\_\_\_\_\_

at the following price: \$ \_\_\_\_\_.

You have projected the following delivery date for such supplies and services, and the undersigned is projecting completion of such work as follows:

Items

\_\_\_\_\_  
\_\_\_\_\_

The undersigned has or will enter into a formal agreement with you for the above supplies or services conditioned upon your execution of a contract with the City of Knoxville.

Date: \_\_\_\_\_, 20\_\_\_\_ (Name Minority/ Women Enterprise)

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**FORM V**

**CERTIFICATE OF M/WBE UNAVAILABILITY**

NAME: \_\_\_\_\_ Project Name: \_\_\_\_\_  
(Prime Contractor)

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Name and Address of Minority/ Woman BE Contractor	Type of Work (Electric, Paving, etc.) And Contract Items or Supplies to be Performed	Reason for Unavailability

The undersigned certifies that the above Minority/ Women Business Enterprise(s) was (were) contacted in "Good Faith" and that said M/WBE(s) were unable to submit a bid.

Date: \_\_\_\_\_, 20\_\_\_\_ Submitted by: \_\_\_\_\_  
(Signature of Authorized Representative)

Title: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**FORM VI**

**STATEMENT OF PAYMENTS TO M/WBE SUBCONTRACTORS & SUPPLIERS  
(TO BE SUBMITTED WITH FINAL PAYMENT REQUEST)**

Project: \_\_\_\_\_ Contract #: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Cert. #	MBE	WBE	Purpose of Expenditure	Name of Firm / Address & Phone #	Total Amount	Contact Person

I hereby certify that this statement is true and that above payments have been made.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

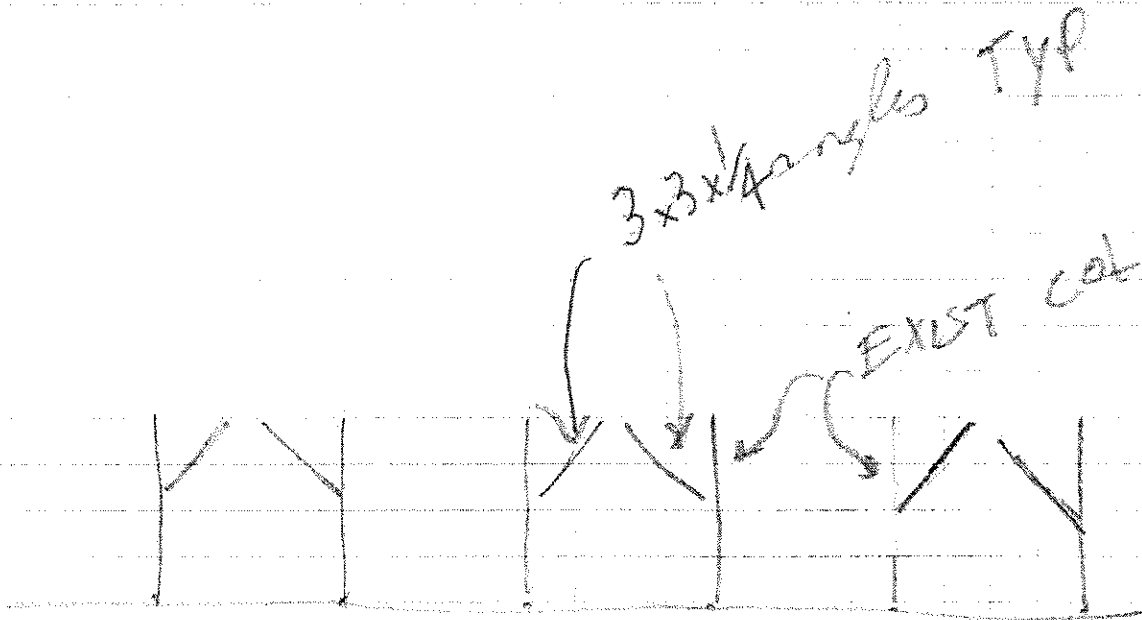
By: \_\_\_\_\_  
Contractor's Signature Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20

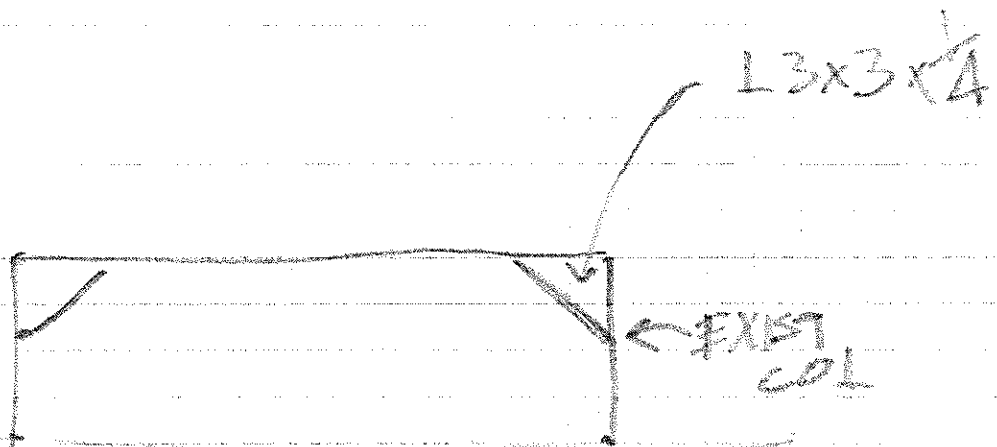
Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

JOB Inskip Community Pool  
SHEET NO. \_\_\_\_\_ OF \_\_\_\_\_  
CALCULATED BY \_\_\_\_\_ DATE \_\_\_\_\_  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
SCALE \_\_\_\_\_



Front or Back of shade  
structures



each side

Inskip Pool Site Map

