

Date: December 19, 2016

Requisition No.: 127062

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

Request for Bid (RFB) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 2:00 P.M., EST. on January 12, 2017*

Requisition / Bid No.: R127062 / 304047

Ordering Dept.: General Services/ City Wide

Buyer & E-mail: Mark McKeel mmckeel@chattanooga.gov

Items Being Purchased: Electrical Services

*****REQUEST FOR BIDS MUST BE RECEIVED*****

2:00 P.M., EST on January 12, 2017

*****PRE-BID CONFERENCE WILL BE CONDUCTED*****

3:00 P.M., EST on January 5, 2017

**The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informalities in the bids received, and to accept any bid which in its
opinion may be for the best interest of the City.**

**The City of Chattanooga will be non-discriminatory in the purchase of all goods
and services on the basis of race, color or national origin.**

**The City of Chattanooga Standard Terms and Conditions posted on the website
are applicable and can be found at:**

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions>

Note: ALL BIDS MUST BE SIGNED

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

BID OPENING DATE AND TIME:

12-JAN-17 at 2:00 PM

BID NUMBER: 304047

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER:

PHONE #: (423) 643-7230

DELIVERY REQUIRED:

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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|--|------------|----------|------|------------|-------|
| Requisition / Bid No.: 127062 / 304047 Ordering Dept.: General Services Buyer: Mark McKeel Phone No.: 423-643-7236 | | | | | |
| Items Being Purchased: Electrical Services, City Wide | | | | | |
| ATTACHMENTS: Specifications (10 pgs), Appendix A, Appendix B, Affirmative Action Plan (2 pgs), Insurance Requirements (2 pgs), Iran Divestment Act Disclosure (1 pg) | | | | | |
| This Shall Be A Twelve (12) Month Blanket Contract To Supply Electrical Services for City Wide Use. | | | | | |
| The Contract Term May Be Renewed For An Additional Two (2) Twelve (12) Month Term Under The Same Terms And Conditions By Mutual Agreement. The City Of Chattanooga And The Contractor May Bilaterally Extend The Contract By Providing Written Confirmation Of Agreement By Both Parties At Least 30 Days Prior To The Contract's Current Expiration Date Into Any Successive Term As Provided Herein. | | | | | |
| **** Vendor Shall Hold Prices Firm for First (1st) Year of Contract **** | | | | | |
| Price Escalation Clause: If as a result of a general change in prices or discounts, the Contractor has changed prices to all of its customers, the price under this contract may be adjusted accordingly. Contractor may be requested to show proof of alleged price changes prior to approval of any price adjustments. | | | | | |
| QUANTITIES ARE ESTIMATES ONLY THE CITY OF CHATTANOOGA SHALL GUARANTEE NO MINIMUM OR MAXIMUM AMOUNT PURCHASED DURING THE LIFETIME OF THE CONTRACT. | | | | | |
| *** BID MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST ON <January 12, 2017> *** | | | | | |
| City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/purchasing/standard-terms-and-conditions | | | | | |
| If you can't download call buyer for a copy. | | | | | |
| NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. | | | | | |
| Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item. | | | | | |
| The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city. | | | | | |

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

SEALED BIDS

Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BID OPENING DATE AND TIME:

12-JAN-17 at 2:00 PM

BID NUMBER: 304047

BUYER:

PHONE #: (423) 643-7230

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M
A
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T
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City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga, TN 37402

| Item | Class-Item | Quantity | Unit | Unit Price | Total |
|---|------------|----------|------|------------|-------|
| <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>**** NOTE ****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business _____ Small Business _____ Veteran _____</p> <p>Minority Woman-Owned Business _____ Disabled Veteran _____</p> <p>Woman-Owned Business _____</p> <p>**** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p> | | | | | |

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

TERMS OF PAYMENT: _____

TELEPHONE NUMBER: _____

ALL BIDS MUST BE SIGNED – The undersigned offers the above quoted prices under the conditions contained herein.

COMPANY: _____

SIGNATURE: _____

NAME AND TITLE: _____

**SPECIFICATIONS FOR BLANKET CONTRACT
TO SUPPLY
ELECTRICAL SERVICES AT ALL
GENERAL SERVICES FACILITIES
FOR THE
CITY OF CHATTANOOGA, TENNESSEE**

December 2016

G1.0 GENERAL

G1.1 SCOPE OF SERVICES

The Scope of Services included in these Specifications shall be for electrical services and equipment, both routinely scheduled and on an as-needed basis, for the City of Chattanooga.

It is the responsibility of each bidder to visit the City of Chattanooga General Services facilities to determine the nature of the electrical systems for which these services may be required, the associated work areas and conditions, the sizes and types of equipment and parts, the safety requirements, and any other circumstances associated with the provision of these electrical services.

Any questions or comments related to the services described in these specifications may be directed to Mark McKeel, Buyer, City of Chattanooga Purchasing Division, phone 423-643-7236 or email mmckeel@chattanooga.gov.

G1.2 BASIS OF BIDDING

The Contractor shall submit two (2) copies of bid documents utilizing the City's Standard Bid Form. The Bid shall include the labor cost per hour for the various electrical classifications, the cost per hour for testing services as described herein, the cost per hour for provision of equipment, and a per mile charge for servicing the City of Chattanooga. **Please refer to Appendix A and Appendix B for a list of these items for which costs shall be provided.**

The cost per hour shall include any and all costs for standard tools/incidentals required to complete a job, wages, benefits, indirect costs, overhead and profit, insurance, and any other related direct or indirect cost. The labor cost per hour shall be for the services of one (1) individual of the stated classification.

The Vendor shall also provide standard hourly rates and overtime rates for the various work described herein and as indicated in Appendix A. Emergency work as described in Section G2.2.1.D of these specifications shall be paid for at the stated overtime rate. **Please include your company's policy on overtime.**

The bid shall be awarded on the basis of the unit cost per hour of the electrical classifications as well as an evaluation of the Vendor's qualifications, experience, capabilities and other factors specified in the City Code.

The City of Chattanooga reserves the right to reject any and/or all bids, to waive any information in Bids received, and to accept any Bid which in its opinion may be in the best interest of the city.

G1.3 SUBMITTALS

G1.3.1 Bid Bond

Not Required

G1.3.2 Performance Bond

None Required.

G1.3.3 References, Qualifications, and Experience

A. References

1. The Vendor shall submit a list of at least three (3) customers for whom the Vendor has performed electrical services during the past three (3) years in a similar facility including high voltage services such as those described in Section G2.2 herein.
2. The list shall include names, addresses, telephone numbers, and contact person who is knowledgeable of services provided.

B. Qualifications and Experience

1. Vendor shall maintain full-time staff having at least five (5) years' experience in municipal utilities, plants and distribution.
2. The Vendor shall submit a brief company history of providing services similar to those specified herein.
3. The Vendor shall provide a description of its work force including number of skilled personnel, licenses and certifications, and their length of service with the company.
4. The Vendor shall provide a description of any previous specialized electrical services provided for commercial, manufacturing or industrial clients.

C. Detailed Job Estimates

1. The Vendor shall provide a detailed job estimate for each job requested to the City of Chattanooga organization ordering the services prior to beginning any work. The estimate should include the number and type of workers to be used, the estimated time required to complete the job from start to finish and any equipment required to perform the work including operator and rental of special equipment not included in Exhibit B.

D. Parts/Electrical Supplies to be used

1. Vendor shall provide a list of all parts/electrical supplies to be purchased to complete any job as requested by City of Chattanooga. City representative who may purchase the parts/electrical supplies from the existing City of Chattanooga electrical supply blanket contract and shall be referenced to an approved job identification number. Items which are not available on the City of Chattanooga electrical supplies blanket contract may be purchased under this contract under Appendix B. At the time the City of Chattanooga has a bona fide contract including catalog items, the contract line under Appendix B shall become invalid.

E. Timesheets

1. Vendor shall provide with each invoice employee timesheets showing time worked on the job. In the case an employee works overtime, the number of standard work hours must be included prior to any authorized overtime. Time sheets shall include all work performed, indicating the electrical trade, hours of work, use of specialized equipment, and/or use of approved subcontractors.

F. Hourly Rates

1. Hourly rates shall include employee's hourly rate of compensation under each classification.
2. Transportation Charges shall include your company's cost of transportation per mile per vehicle and per hour (two separately bid items). Mileage shall not apply to items listed under Appendix B. The City of Chattanooga shall determine which cost to include in the award of this contract.

G1.4 GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The Vendor shall comply with the Terms and Conditions posted on website <http://www.chattanooga.gov/general-services-files/purchasing/purchasingmanuel.pdf> that has been made a part of this solicitation.

G1.5 LENGTH OF CONTRACT

The Contract for services described herein shall be for a period of one (1) year

beginning the effective date of the award of the Contract. The Vendor shall provide a firm hourly rate for the first year of the Contract.

The City and Vendor shall have the option of mutually extending the Contract for three (3) additional one (1) year periods.

G1.6 INSURANCE

The Vendor shall, prior to the award of the Contract, furnish proof and maintain in force insurance requirements at the minimum limits specified in the attachment "Requirements for Insurance Coverage."

Copies of the current insurance certificate(s) shall be provided to the City prior to any work being performed. Insurance shall be kept in force during the entire length of the contract.

G1.7 WARRANTY

The Vendor shall warrant and guarantee the work performed for a period of one (1) year following completion of the work. The work shall be guaranteed and warranted against defective workmanship and materials.

G2.0 SERVICES AND OTHER REQUIREMENTS

G2.1 GENERAL

G2.1.1 Subcontractors

The Vendor shall not subcontract the services or assign the contract to others without the written consent of the City of Chattanooga.

G2.1.2 Compliance with Applicable Regulations

All of the services provided by the Vendor shall be completed in a good and workmanlike manner. All services provided shall be in compliance with all applicable statutes, rules, ordinances and regulations of, but not limited to, the NEC, NFPA 70E, USEPA, TDOT, OSHA, and any similar federal, state, and local laws or regulations applicable to the Vendor or to the services described herein.

The Vendor's personnel shall comply with all City facilities' work rules and regulations when on site.

G2.1.3 Inspection

The services furnished by the Vendor shall be subject to inspection and approval by the City's designated representative, but the manner and method of providing the services shall be the responsibility of the Vendor.

G2.1.4 Failure to Provide Services and Termination of Contract

In the event the Vendor:

- a. Fails to initiate services on the date specified or otherwise agreed to;
- b. Fails to provide all of the required documentation for his personnel, insurance, and any other documentation required by these Specifications at the specified times;
- c. After having begun services, abandons them for any reason;
- d. Suspends or refuses to continue services; or
- e. Defaults in any manner in the performance under the terms of the Contract for a period of two (2) consecutive working days (unless the Vendor is prevented from continuing for reasons beyond its control);

The City of Chattanooga shall have the right to terminate the Contract after giving a thirty-day (30) written notice to the Vendor for the above, but not limited to the reasons listed above.

G2.2 DESCRIPTION OF CONTRACTED SERVICES

G2.2.1 General

- A. The Vendor shall provide specialized electrical services for the repair, upgrade, replacement, improvement, and/or maintenance of the electrical equipment at all City of Chattanooga facilities. The Vendor shall provide all standard tools/incidentals required to complete a job, labor, benefits, tools, equipment, fuel, materials and other related expenses necessary to provide these services.
- B. The Vendor shall provide the services as scheduled by the City or on an "as needed" basis as requested by the City. The City will attempt to schedule the work to optimize the use of the Vendor's personnel and equipment when it is needed.
- C. Vendor shall perform work on straight time, i.e., non-emergency, unless otherwise noted. Overtime, weekend, or holiday work shall only be performed at the City's direction. Vendor shall agree to a two (2) hour response time to respond to routine calls.
- D. Vendor shall perform emergency work when requested by the City. Response to the need for emergency work shall be within two (2) hours of notification. Emergency work will be paid at the overtime rates. Vendor shall supply an after-hours contact name and phone number through which notification of the need for emergency work shall be made.
- E. The Vendor shall provide trained electrical service personnel to perform various tasks requested by the City in accordance with the agreed hourly rates (reference Appendix A). Hourly rate shall include all standard tools, incidentals, consumables and equipment used by electrical service

personnel. Specialized equipment shall be as listed in Appendix B and shall have separate hourly or daily rates. Any other equipment NOT listed in Appendix B, shall be included in the detailed written estimate for each job and shall include operator and rental fees.

- F. The Vendor shall review the various projects and assignments with City personnel, to determine labor, materials, and equipment needed, and to provide any other planning, sketches, drawings, product research, or other requirements of the work.
- G. The Vendor shall ensure that upon completion of work assignments, all materials and equipment are cleaned up and/or removed, all materials requiring disposal are removed, all equipment is properly stored, and the work area is completely cleaned.

G2.2.2 Examples of Services Required

Electrical services to be supplied under this contract shall include, but not be limited to the following:

- A. Minor electrical services and equipment, both routinely scheduled and on an as-needed basis, for projects pertaining to 480 volts or less either Single or 3 Phase.
- B. Inspection and repairs to overhead electrical equipment, including lines, poles, lightening arrestors, risers, guy wires, ground rods, etc.
- C. Design, installation, and start-up testing of new electrical control panels, both PLC and non-PLC based, including new installations, retro-fit applications and applications including automatic transfer controls for backup power.

G2.2.3 City Supplied Services

The City will provide the following services;

- 1. Designate a City representative to coordinate each assignment and/or project with Vendor's personnel.
- 2. Provide access to City facilities for execution of the work.
- 3. Parts/Electrical Supplies needed to complete each job may at the City's option, be purchased by a City representative from the electrical supplies blanket contract with the City of Chattanooga.

3.0 EXECUTION

G3.1 CONTRACT STARTING DATE

The Contract for the full services shall begin immediately on the effective Date of the award of the Contract

4.0 PAYMENT OF SERVICES

- 4.1** The City will make payment to the Vendor according to the City's normal policies and procedures.
- 4.2** Before an order can be placed for routine transactions, City will request a Quote from Vendor with detailed breakdown. Once City has approved the quoted price and submits Requisition for same, it will advise Vendor of the Release Number in order to place the order.
- 4.3** Vendor's Invoice must list a valid E-Mail Address for billing questions and inquiries.
- 4.4** Invoice Date is critical and Invoices must be sent to the City on the Invoice Date in order for the City's tracking system to accurately reflect the record. The Invoice Date must not precede the Ship Date or Service Date.
- 4.5** Invoice descriptions on transaction lines must match the wording of the Purchase Order transaction lines, and reference the corresponding transaction line number of the Purchase Order. The Vendor shall not invoice the City for any item that does not correspond to a line on the Purchase Order.
- 4.6** Items being billed on Markup line must have corresponding source Invoice and that total and markup breakdown must be reflected on Vendor's Invoice to the City. Vendor is not to include tax in the items to be marked up. Vendor should increase its percent Markup when bidding contract to allow for taxes. Where applicable, the City will provide its Tax Exemption Certificate to Vendors and Vendors' sources upon request. Vendor is not to include freight charges in the items to be marked up. Vendor should increase its percentage Markup when bidding contract to allow for freight.
- 4.7** Vendor will be responsible for collecting signature from the City's designated project contact when delivering goods and/or services and must be able to produce said Proof of Delivery ("POD") upon request. The POD must contain an itemized list of goods and/or services. The POD must accompany each Department's payment packet before presenting the Invoice with all necessary backup to City's Accounts Payable Division. Including copy of POD with Invoice is encouraged.
- 4.8** Vendor's Invoices that are billed inaccurately, incompletely, or otherwise unable to be processed are not considered valid.
- 4.9** When sending City a Revised Invoice, it must be clearly marked "Revised." When sending City a replacement Invoice, it must reference the Invoice Number it is replacing.

- 4.10** Invoices to the City shall reference the City Department, Release Number, Work Order Number, and the first and last name of the City employee placing the order.
- 4.11** Accurate Invoices, with all appropriate backup documentation, shall be sent to:

City of Chattanooga
Attn: Accounts Payable Division
101 East 11th Street, Suite 101
Chattanooga, TN 37402
acctspayable@chattanooga.gov

And a copy sent to ordering Departments:

General Services
274 East 10th Street
Chattanooga, TN 37402
lwilson@chattanooga.gov

APPENDIX A BID FORM

LABOR RATES

(PLEASE INCLUDE YOUR COMPANY'S POLICY ON OVERTIME)

| <u>Electrical Trade</u> | <u>Quantity</u> | <u>Rate</u> |
|--|-----------------|-------------|
| Electrical Foreman | Hour | _____ |
| Electrical Foreman (overtime) | Hour | _____ |
| Electrician Apprentice | Hour | _____ |
| Electrician Apprentice (overtime) | Hour | _____ |
| Electrician Helper | Hour | _____ |
| Electrician Helper (overtime) | Hour | _____ |
| Electrician Journeyman | Hour | _____ |
| Electrician Journeyman (overtime) | Hour | _____ |
| Instrument Technician – ISA Certified (regular) | Hour | _____ |
| Instrument Technician – ISA Certified (overtime) | Hour | _____ |
| Lineman (regular) | Hour | _____ |
| Lineman (overtime) | Hour | _____ |
| Lineman Foreman (regular) | Hour | _____ |
| Lineman Foreman (overtime) | Hour | _____ |

TESTING SERVICES

Medium voltage testing and servicing to include Cables, Switchgear, Motors, Relay, and Transformers

| | | |
|--|------|-------|
| Medium voltage testing and/or servicing (regular) | Hour | _____ |
| Medium voltage testing and/or servicing (overtime) | Hour | _____ |
| Programmer/Troubleshooter for PLC's (regular) | Hour | _____ |
| Programmer/Troubleshooter for PLC's (overtime) | Hour | _____ |
| Testing of Substations | Hour | _____ |
| Testing and analysis of Transformers | Hour | _____ |
| Breaker Service and Repair | Hour | _____ |

Parts and Materials Markup

(For items not included under Current COC Electrical Supply Blanket Contract only)

Parts and Materials Markup by Vendor over Cost Percent _____
(Parts and Materials shall not include typical consumable items such as wirenuts, electrical tape, wire lube, zip ties, saw blades, drill bits, etc.)

**APPENDIX B
BID FORM**

**SPECIALIZED EQUIPMENT PROVIDED BY VENDOR
(INCLUDES OPERATOR WITH NO MILEAGE CHARGE)**

| <u>Equipment Description</u> | <u>Unit</u> | <u>Rate (or N/A)</u> |
|--------------------------------------|-------------|----------------------|
| Boom Lift – 60 feet | Hourly | _____ |
| Forklift – 6000 pound reach | Hourly | _____ |
| Scissor Lift – 26 feet | Hourly | _____ |
| One Man Lift | Hourly | _____ |
| Snorkel Lift | Daily | _____ |
| Trencher | Hourly | _____ |
| Truck Auger | Hourly | _____ |
| Air Compressor | Hourly | _____ |
| Bucket/Derrick Truck – 45 ft. boom | Hourly | _____ |
| Bucket/Derrick Truck – 65 ft. boom | Hourly | _____ |
| Concrete Finisher | Hourly | _____ |
| Concrete Saw | Hourly | _____ |
| Crane – 60 ft. boom | Hourly | _____ |
| Concrete Core Drill – up to 6 inches | Daily | _____ |
| Equipment not listed above markup | Percent | _____ |

Affirmative Action Plan

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

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

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the Contractor and/or Subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Construction Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

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

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

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

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

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

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

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

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

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

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

The liability limits shall not be less than:

| | |
|-----------------|---|
| Bodily Injury | \$ 500,000 each person \$1,000,000 each occurrence |
| Property Damage | \$ 250,000 each occurrence \$ 500,000 aggregate |

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

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

The liability limits shall not be less than:

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

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

Vendor Disclosure and Acknowledgement

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

(SIGNED)

(PRINTED NAME)

(BUSINESS NAME)

(DATE)

For further information, please see website:

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