

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

ADVERTISEMENT FOR BIDS

Sealed bids are invited for Roane County Courthouse Exterior Painting.

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

If bidding over \$25,000 a 5% bid bond is required.

Performance and payment bonds for the full cost of the project may be required for bids over \$25,000.

Project: Roane County Courthouse Exterior Painting

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

Pre-Bid Conference: 10:00 a.m. (EDT) on Wednesday, May 25, 2016
Location - Courthouse

Bids Received Until: 2:00 p.m. (EDT) on Tuesday, June 7, 2016

Specifications: May be obtained in the Roane County Purchasing Department or electronically by contacting the Purchasing Department at 865-376-4317 or going to the County's website www.roanecountytn.gov.

ROANE COUNTY PURCHASING DEPARTMENT INVITATION TO BID

Roane County is inviting sealed bids for the service(s) listed below, subject to the terms and conditions of the Invitation to Bid, the accompanying specifications, and the Roane County Purchasing Manual.

At the appointed time bids will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Bids arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Bids To:

ROANE COUNTY PURCHASING DEPARTMENT
200 EAST RACE STREET, SUITE #3
KINGSTON, TENNESSEE 37763

**Bid Number: 2016-20-171
ROANE COUNTY COURTHOUSE EXTERIOR PAINTING**

Open Date & Time: June 7, 2016 at 2:00 p.m. (Eastern Time Zone)

The Bid Envelope must show the Bid Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

**Lynn Farnham, CPPO, CPPB
Purchasing Agent
Phone: 865-376-4317
Fax: 865-376-4318
Email: lynn.farnham@roanecountytn.gov**

GENERAL TERMS & CONDITIONS

Attached are instructions and conditions for submitting a bid for Roane County Government. The objective of this bid is to select suppliers in such a manner as to provide for open and free competition and comparability.

BID PREPARATION & SUBMISSION

1. Bidders are expected to examine specifications, terms and conditions, general or special conditions, schedules and all instructions for the purpose of this bid. Failure to do so will be at the bidder's risk.
2. All bids shall be in accordance with the instructions to bidders and specifications included in this ITB. Specifications are intended to be open and non-restrictive.
3. All pricing submitted in the bid document must be completed in ink or typewritten. The bottom line total must also be printed in ink or typewritten on the proposal form. No erasures shall be permitted. Errors may be crossed out and corrections printed in ink or typewritten and must be initialed in ink by the person signing the bid.
4. All bids must meet or exceed the enclosed specifications.
5. It shall be the sole responsibility of the bidder to make certain that all bids in proper form are submitted to the Purchasing Department as described below.
6. All original forms must be signed by a person with authority to bind the bid. The bid must be sealed in an envelope that is labeled according to the directions stated below.
7. On the outside of the envelope/package mark the bid as follows:
 - Vendor Name & Address
 - Bid Number
 - Bid Date & Time
8. The bid must then be in a sealed envelope/package mailed or delivered to the following address:

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

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.

12. Sealed written bids will be received at the time and place specified on the Invitation to Bid. Postmark on the Bid by this date will not suffice. Bid must be received on or before the date and time stated. Faxed bid documents will not be accepted.

LATE RECEIPT OF THE BID

1. The bid and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the bidder has no responsibility. Roane County does not receive a guaranteed delivery time for express mail and/or packages. Please mail accordingly.
2. Bids must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other bids will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

1. It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Agent if the Invitation to Bid is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
2. Pursuant to TCA §12-4-126, questions regarding the specifications or bid procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding weekends and legal holidays designated in §15-1-101 unless the bid opening is extended for a reasonable time as determined by the purchasing agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the Invitation to Bid documents and to allow responders to resubmit their responses accordingly.
3. Any questions concerning this Invitation to Bid are to be faxed to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

BID OPENING & AWARD

1. Only the bottom line figure will be read at the bid opening. Bids will also be examined for compliance with specification and conditions outlined in the bid document.
2. Consideration will be given to all bids properly submitted. Bids will receive appropriate confidentiality before awarding. Upon award, bid documents and tabulations will be available for review. Errors discovered after public opening may not be corrected, and the bidder may be bound to honor bid as submitted. After investigation of the nature of the mistake, the Purchasing Agent may allow the bid to be withdrawn.
3. The contract will be awarded in writing to the most responsive bidder whose bid conforms best to the Invitation to Bid will be most advantageous to Roane County. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
4. Roane County reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in the bids received.
5. Roane County reserves the right to award the bid in its entirety or to divide the award in any way that will be more advantageous to the county.
6. Bid results will be posted on the County's website along with the bid tabulation.

PROTEST PROCEDURE

1. If a prospective vendor does not agree with the bid award, they have the right to protest. Disputes arising from the award of this bid must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of bid award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.
 - A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
 - Purchases will not be allowed under this procurement until a final decision is rendered.
 - In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

1. Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

1. Bidders located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
2. A Roane County Business License is required if a contractor is doing more than \$50,000 in business in the county.
3. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

1. Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
2. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bid.
3. Failure to deliver within the time specified or within a reasonable amount of time, or failure to make replacements of a rejected item immediately will constitute authority to purchase on the open market so as to replace the item(s) rejected and/or not received. On all such purchases, the Vendor agrees to promptly reimburse the county for excess costs incurred by such a purchase.

BREACH OF CONTRACT

1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide the services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.

CONTRACT TERMINATION FOR CAUSE

1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest bidder or bidding again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested.

INVOICES AND PAYMENTS

1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Invitation to Bid, whichever is later.
2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

**2016-20-171 – ROANE COUNTY COURTHOUSE EXTERIOR PAINTING
VENDOR INFORMATION SHEET**

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1. Vendor Name _____

2. Address _____

City _____ State _____ Zip Code _____

3. Contact Person (Please Print) _____

4. Telephone Number _____ Fax Number _____

5. Vendor's e-mail address _____

6. Authorizing Signature _____

7. Title of Person Signing Bid _____

8. If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one)
Addendum 1 _____ Addendum 2 _____ Addendum 3 _____ Addendum 4 _____

9. If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered:
_____ % Net 10 Days; _____ % Net 20 Days; _____ % Net 30 Days; _____ No Discount

COOPERATIVE PURCHASING - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

_____ Yes _____ No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

_____ Yes _____ No

**2016-20-171 – ROANE COUNTY COURTHOUSE EXTERIOR PAINTING
NON –COLLUSION, INDEPENDENT PRICE DETERMINATION,
NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT**

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

African American Owned
 Caucasian Owned
 Native American Owned
 Other Owned

Asian Owned
 Hispanic Owned
 Woman Owned

Signature

Title

**2016-20-171 – ROANE COUNTY COURTHOUSE EXTERIOR PAINTING
DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with Roane County Government to provide construction services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20____.

Notary Public

My commission expires _____.

**2016-20-171 – ROANE COUNTY COURTHOUSE EXTERIOR PAINTING
STATEMENT OF COMPLIANCE CERTIFICATE
ILLEGAL IMMIGRANTS**

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

This is to certify that _____ have fully complied with all the requirements of Chapter No. 878 (House Bill No. 111 and Senate Bill No. 411) which serves to amend Tennessee Code Annotated Title 12, Chapter 4, Part I, attached herein for reference.

- All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid that attests that such Bidder shall comply with requirements of Chapter no. 878.

Signed: _____

State of _____)
) ss
County of _____)

Personally appeared before me, _____ the undersigned Notary Public, _____, the within named bargain or, with whom I am personally acquainted, and known to me to be the President / Owner / Partner (as applicable) of the _____, Corporation, Partnership, Sole Proprietorship (as applicable) and acknowledged to me that he executed the foregoing document for the purposes recited therein.

Witness my hand, at office, this _____ day of _____, 20__.

Notary Public

My commission expires _____

**2016-20-171 – ROANE COUNTY COURTHOUSE EXTERIOR PAINTING
BUSINESS TAX & LICENSE AFFIDAVIT**

The undersigned, ("Affiant"), states that he/she has legal authority to swear this on behalf of _____ ("Contractor"); that Contractor is not in any manner in violation of *Tennessee Code Annotated, §5-14-108(l)* which provides that "no purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent".

Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in _____ County, Tennessee.

AFFIANT

By: _____

Title: _____

Date: _____

Witness: _____

Date: _____

**Bid #2016-20/171
BID FORM**

BID RECIPIENT

1. This Bid is submitted to:
**Bid for Roane County Courthouse Exterior Painting
Roane County Purchasing
200 East Race Street, Suite #3
Kingston, Tennessee 37763**
2. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Owner in the form included in the Bidding Documents to perform all the Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other Terms & Conditions of the Bidding Documents.

BIDDER'S ACKNOWLEDGEMENTS

1. The bidder accepts all of the Terms & Conditions of the Invitation to Bid, including and without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon written request of the Owner.
2. The Bidder examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents and the Addenda issued and has acknowledged the receipt of same.
3. The Bidder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
4. The Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
5. The Bidder is aware of the general nature of the work to be performed in this project.
6. The Bidder has submitted written notice of all conflicts, errors, ambiguities, or discrepancies that the Bidder discovered in the Bidding Documents, and the written resolution thereof by the engineer or owner is acceptable to the Bidder.
7. The Bidding Documents are generally sufficient to indicate and convey understanding of all Terms & Conditions for the performance of the Work for which this Bid is submitted.

BASIS OF BID

1. The Bidder will complete the Work in accordance with the Contract Documents for the prices as shown in this submission.

TIME OF COMPLETION

1. It is the Owner's desire to have the project completed in as expeditiously as is possible. The Bidder submits that the project days required to complete this project after the Notice to Proceed is issued is _____ **days.**

BID

This Bid is submitted by:

Company Name _____

Company Address _____

Email Address _____

Telephone Number _____

LUMP SUM BID PRICE _____

SIGNED BY _____

**2016-20-171 – ROANE COUNTY COURTHOUSE EXTERIOR PAINTING
INVITATION TO BID
SPECIFICATIONS**

Roane County is inviting bids to Paint the Exterior of the Roane County Courthouse as per the enclosed specifications.

Vendors are to provide one original and one copy of the bid being submitted. Any costs associated with the preparation or delivery of the bid is at the Vendor's cost with no cost to Roane County.

REQUIRED DOCUMENTS

Bidders must use the envelope cover sheet included herein.

The following documents must be returned in the bid envelope:

- Vendor Information Sheet
- Non-Collusion, Independent Price Determination, Non-Discrimination, Non-Debarment & Lobbying Affidavit
- Drug-Free Workplace Affidavit
- Statement of Compliance Certificate of Illegal Immigrants
- Business Tax & License Affidavit
- Certificate of Insurance issued by the Contractor's Insurance Company.

CONTRACT

The attached contract, Roane County's Purchase Order, and the Terms & Conditions and the Specifications of this Invitation to Bid will serve as the construction contract.

QUESTIONS & ADDENDA

The deadline for questions from bidders is promptly at 2:00 p.m. on Wednesday, June 1, 2016.

Addenda will not be sent out after 2:00 p.m. on Friday, June 3, 2016.

Roane County Courthouse Exterior Paint

Contractor to provide material, labor and equipment to:

Clean, scrap, scale, sand, caulk and repaint all wooden surfaces on the exterior of the Roane County Courthouse including but not limited to; all fascia, soffits, cornices, moldings, dormers, windows, doors and jambs (including hollow-metal unless prefinished).

Base Bid - The entire courthouse building as described excluding the cupola.

Alternate #1 – Add alternate to include the cupola.

Conditions:

1. Coordinate working times with the Roane County Purchasing & Maintenance Departments.
2. The contractor to have an employee present at all times that is familiar with these conditions and has the authority to respond to any owner concerns.
3. All ladders scaffoldings, pick boards, powered lifts, pressure washers, shot or sand blasters are to be in safe and workable condition and operated in compliance with all state and federal regulations.
4. Provide a safe, clear, unencumbered and clearly identified pathway to Courthouse main entrance at all times.
5. Remove and dispose of all construction debris and containers at the end of each day.
6. Repair or replace any damages by the contractor to walls, roofs, windows, doors, sidewalks, pavement, lawns, landscaping or **vehicles**.
7. Surfaces to receive paint are to be cleaned, prepared and caulked as per the bid specifications.
8. Any portions of the material to be refinished that are to be reported to the owner immediately so that repairs/replacement can be initiated.
9. Finishes are to be applied as recommended as per the bid specifications.
10. Provide a small test sample in each area or item being refinished.
11. Provide the Purchasing Agent with paint swatches prior to purchasing paint.

SECTION 01 11 00 - SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish all labor, materials and equipment, and perform all work to complete exterior painting at the Roane County Courthouse as specified herein.
- B. Verbal Summary: Without force and effect on requirements of the contract documents the description of the work of the Contract can be summarized as follows:
 - 1. Project Name is Roane County Courthouse Exterior Painting, Kingston, Tennessee.
 - 2. The work consists of:
 - a. Cleaning, preparation, and repainting of all existing painted components to include but not be limited to: infill panels at windows; window trim; exterior doors and door trim; exterior walls, columns, and decorative elements at building entries; all fascia, soffit, architrave, frieze and cornice trim; dormers; and exterior ramp and stair rails.
 - b. Cleaning of all brick and concrete components.
 - c. Painting of the building's cupola shall be **Add Alternate #1**.

1.3 CONTRACTOR'S USE OF PREMISES

- A. Before construction is started the Sub-Contractors shall confer with the Owner and arrange for available trucking and storage space for the delivery of materials, storage space for materials and equipment and parking space for his workmen.
- B. Construction operations and storage of materials and equipment shall be restricted to areas of the site mutually agreed upon and in such a manner as not to block access of fire fighting equipment to the building and facilities.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

SECTION 07 92 00 - JOINT SEALANTS

PART 4 - GENERAL

4.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

4.2 SUMMARY

- A. This Section includes joint sealants as scheduled below.

4.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

4.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

4.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

4.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
 2. When joint substrates are wet.
 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 5 - PRODUCTS

5.1 MANUFACTURERS

- A. Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. BASF Building Products, Sonneborn.
 - 2. Dow Corning Corporation.
 - 3. GE Advanced Materials.
 - 4. Pecora Corporation.
 - 5. Sika Corporation, Construction Products Division.
 - 6. Tremco Incorporated

5.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Extreme Movement Sealants (+100% or -50% movement capability)
 - 1. Vertical/horizontal joint, such as expansion joints; use reference #S-6.
- C. Significant Movement Sealants (+25% or -25% movement capability)
 - 1. Vertical or inclined joints such as panel, coping, expansion, and sloped pavement; use reference #S-1, 3 or 6.
 - 2. Horizontal joints not exposed to fuel or gas spillage; use reference #S-1, 2, 3, 4, 6 or 7.
- D. Minimal Movement Sealants (+25% or -25% movement capability)
 - 1. Vertical or inclined joints such as perimeters of doors, windows, wall penetrations; use reference #S-1, 3, 4, or 6.
 - 2. Horizontal joints not exposed to fuel or gas spillage; use reference #S-2, or 5.

5.3 REFERENCE NUMBERS

REF #	ASTM SPEC	PRODUCT DESCRIPTION (minimum requirements)
S = Sealant		
S-1	C-920 Type M Class 25 Grade NS	Multi component, non-sag polyurethane or polysulfide sealant Shore A hardness of 20-40 Joint Movement range of $\pm 25\%$
S-2	C-920 Type M Class 25 Grade P	Multi component, self-leveling polyurethane or polysulfide sealant Shore A hardness of 25-40 Joint Movement range of $\pm 25\%$
S-3	C-920 Type S Class 50 Grade NS	Low modulus one component, non-sag polyurethane or polysulfide sealant Shore A hardness of 15-25 Joint Movement range of $\pm 50\%$ Minimum Elongation of 700%
S-4	C-920 Type S Class 25 Grade NS	One component, non-sag polyurethane or polysulfide sealant Shore A hardness of 25-40 Joint Movement range of $\pm 25\%$
S-5	C-920 Type S Class 25 Grade P	One component, self-leveling polyurethane or polysulfide sealant Shore A hardness of 15-45 Joint Movement range of $\pm 25\%$
S-6	C-920 Type S Class 100/50 Grade NS	Low modulus one component, non-sag neutral cure, silicone sealant Shore A hardness of 15-20 Joint Movement range of +100% to -50%
S-7	C-920 Type S Class 25 Grade NS	One component, neutral cure, non-sag, silicone sealant Shore A hardness of 25-30 Joint Movement range of $\pm 25\%$
S-8	C-920 Type S Class 25 Grade NS	One component, non-sag, mildew resistant silicone sealant Shore A hardness of 25-30
C = Caulk		
C-1	C834	One component acrylic latex caulking Minimum 75% recovery per ASTM C736 Maximum joint movement of $\pm 7.5\%$

5.4 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Where elastomeric sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C1248 and have not stained porous joint substrates indicated for Project.
- C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.

5.5 LATEX JOINT SEALANTS

- A. Latex Sealant: Comply with ASTM C834, Type P, Grade NF.

5.6 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C1330, Type C (closed-cell material with a surface skin), O (open-cell material), B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

5.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 6 - EXECUTION

6.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

6.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
 - a. Concrete.
 - b. Masonry.
 - 3. Remove laitance and form-release agents from concrete.
 - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include but are not limited to the following:
 - a. Metal.
 - b. Glass.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

6.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Acoustical Sealant Application Standard: Comply with recommendations in ASTM C919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.

- D. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- E. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- F. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- G. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Provide concave joint configuration unless otherwise indicated.

6.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

6.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07 92 00

SECTION 09 91 00 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish all labor, material, equipment, and services necessary to complete all painting work and related items as required to complete the work.
- B. This work includes the painting and finishing of all interior exposed items and surfaces throughout the project, except as herein specified.
- C. The term "paint" as used herein means all coating systems materials, which includes primers, emulsions, enamels, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coat.
- D. Paint all exposed surfaces whether or not colors are designated in a "schedule", except where the natural finish of the material is obviously intended as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas. If color of finish is not designated the Architect will select these from standard colors available for the materials systems as specified.
 - 1. This section specifically includes painting exterior steel brick lintels, galvanized or primed, and other exposed structural or ornamental steel.

1.3 WORK NOT INCLUDED

- A. The following categories of work are not included as part of the painter applied finish work, or are included in other sections of these specifications, unless otherwise shown or specified.
 - 1. Prefinished items unless otherwise indicated do not require painting.
 - 2. Do not paint any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices motor and fan shafts, unless otherwise indicated.
 - 3. Do not paint over code-required labels, such as Underwriter's Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

1.4 DEFINITIONS

- A. Gloss levels indicated below are based on ASTM D523.
 - 1. G1 - Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees.
 - 2. G2 - Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees.
 - 3. G3 - Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees.
 - 4. G4 - Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees.
 - 5. G5 - Gloss Level 5: 35 to 70 units at 60 degrees.
 - 6. G6 - Gloss Level 6: 70 to 85 units at 60 degrees.
 - 7. G7 - Gloss Level 7: More than 85 units at 60 degrees.

1.5 QUALITY ASSURANCE

- A. Provide finish coats that are compatible with the prime paints used. Provide barrier coats over incompatible primers or remove and re-prime as required.

1.6 DELIVERY AND STORAGE

- A. Deliver all materials to the job site in original, new and unopened packages and containers bearing manufacturer's name and label and application instructions thereon.

1.7 PROJECT CONDITIONS

- A. Do not apply water base paints when the temperatures of surfaces to be painted and the surrounding air temperatures are below 70 degrees F. unless otherwise permitted by the paint manufacturer's printed instructions.
- B. Do not apply solvent-thinned paints when the temperature of surrounding surfaces to be painted and the surrounding air temperatures are below 55 degrees F., unless otherwise permitted by the paint manufacturer's printed instructions.
- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or to damp or wet surfaces; unless otherwise permitted by the paint manufacturer's printed instructions. Painting may be continued during the inclement weather only if the areas and surfaces to be painted are enclosed and heated within the temperature limits specified by the paint manufacturer during application and drying periods.

1.8 EXTRA STOCK

- A. Provide one unopened gallon container of every paint type and color.
- B. Label all containers with color and paint type.
- C. Store at location as directed by the Owner.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers offering products complying with requirements include the following:
 - 1. Sherwin-Williams Company
 - 2. Pittsburg Paints
 - 3. Glidden Professional
 - 4. Benjamin Moore

2.2 MATERIALS

- A. Selections listed are intended to indicate the standard of quality and the type of finish required. Products names listed herein are from the first named manufacturer unless otherwise noted; equivalent items of other manufacturers will be acceptable. All materials shall be the manufacturer's "top of the line" or "first line" or "Best". Coating thickness is given in terms of MDF or Minimum Dry Film Thickness.
- B. All paint shall be 100% lead-free.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Applicator must examine the areas and conditions under which painting work is to be performed. Notify the Owner in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the Applicator.
- B. If the applicator does not notify the Owner in writing of any defects in the surface and proceeds with the work he shall be responsible for re-preparing and repainting the surfaces not satisfactory to the Owner at no additional cost.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to the formation of a durable paint film.

3.2 PREPARATION

- A. General:
 - 1. Perform all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 2. Remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place that are not to be painted or provide surface protection prior to surface preparation and painting operations. Following completion of painting of each space or area, reinstall the removed items by workmen skilled in the trades involved or remove surface protection.
 - 3. Clean surfaces to be painted before applying paint or surface treatments. Use a mild detergent solution to remove accumulated dirt, chalk, and grime. After cleaning with solution rinse the surfaces thoroughly with water and allow to dry completely before painting with primer or finish coat.
 - a. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Provide cleaning solvents of low toxicity and flash point in excess of 100 degrees F.
 - b. Re-caulk where damaged missing or deteriorated.
 - 4. Prepare existing painted surfaces by removing loose, peeling or blistered paint. Sand and

- prime prior to applying finish coats.
5. Existing painted surfaces having a gloss finish shall be de-glossed by sanding to a dull finish using #150/#180 sand paper. Clean surfaces removing all sanding residue. Do not de-gloss lead based paints. Previously primed or previously painted surfaces that have been damaged shall be spot primed.

- B. Prior to starting painting furnish and place drop cloths to protect existing surfaces.
- C. Wood: All surfaces shall be sanded as required to make them smooth and ready to receive the finish.
- D. Metals: Clean non-galvanized, ferrous surfaces that have not been shop coated of all oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning, complying with SSPC recommendations.

3.3 APPLICATION

- A. The number of coats and paint film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has completely dried. Sand between coat applications with fine sandpaper, or rub surfaces with pumice stone where required to produce an even, smooth surface in accordance with the coating manufacturer's directions.
- B. Apply additional coat when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.
- C. "Exposed Surfaces" shall mean areas visible when permanent or built-in fixtures, etc., are in place in areas scheduled to be painted.
- D. Roller shall be kept clean and shall not be allowed to become stiff.
- E. Finished work shall be uniform, smooth, and free from runs, sags, defective brushing and clogging of lines and angles. Edges of paint applied adjoining other materials or other colors shall be sharp and clean without overlapping.

3.4 ADJUSTING AND CLEANING

- A. Remove any paint, spots, oils, and stains from all building surfaces.
- B. At completion of work just prior to acceptance of the building by the Owner, touch up and restore all finishes if damaged or defaced and leave in new condition.

3.5 SCHEDULE, EXTERIOR PAINT SYSTEMS

- A. Exterior Ferrous Metals (high gloss):
 - 1. Sherwin Williams Industrial Enamel VOC Complying B54WZ series (<420 g/L VOC) 2.0 to 3.0 Dry Mils, or equal.
- B. Gypsum board soffits (satin):
 - 1. Sherwin Williams A-100 Exterior Latex Satin (49 g/L VOC) 1.5 Dry Mils., or equal.
- C. Exterior wood siding and trim (satin):
 - 1. Sherwin Williams Resilience Exterior Latex Satin K43 Series (48 g/L VOC) 1.52 Dry Mils, or equal.
- D. Exterior concrete (flat):
 - 1. Sherwin Williams SherLastic Low VOC Flat A5-800 Series (47 g/L VOC) 4.3 to 5.7 Dry Mils, or equal.

END OF SECTION 09 91 00

BID ENVELOPE COVER SHEET

Bid #2016-20/171

Project: **ROANE COUNTY COURTHOUSE EXTERIOR PAINTING**

**ROANE COUNTY COURTHOUSE
200 EAST RACE STREET
KINGSTON, TN 37763**

Pre-Bid Conference: **Wednesday, May 25, 2016
10:00 a.m. (Eastern Time Zone)
Location - Courthouse**

Bid Date & Time: **Tuesday, June 7, 2016
2:00 p.m. (Eastern Time Zone)**

Bids must be delivered prior to the aforementioned date and time to:
Roane County Purchasing
200 East Race Street
Suite #3
Kingston, Tennessee 37763

Bidder Name & Address: _____	

TN License Number: _____	Limit: _____
Expiration Date: _____	Classification: _____



ROANE COUNTY GOVERNMENT CONSTRUCTION CONTRACT INDEPENDENT CONTRACTOR

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

THE PARTIES AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

ENTITY:

Roane County Government

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

CONTRACTOR:

COMPANY NAME

By _____

Title _____

DATE _____

WITNESS _____

TITLE _____

ROANE COUNTY GOVERNMENT
200 East Race Street • Suite #3 • Kingston, Tennessee 37763
Phone 865-376-4317 • Fax 865-376-4318