

# Anderson County Government

## Request for Bids

100 North Main Street, Suite 214  
Courthouse  
Clinton, Tennessee 37716  
(865) 457-6218 Office  
(865) 457-6252 Fax

[purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
<http://andersontn.org/purchasing>

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**Bid No.: 2042**

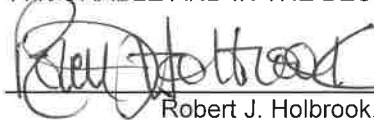
**Date Issued: June 23, 2020**

**Bids will be received until  
2:30 p.m. Eastern Time on July 21, 2020**

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Sealed bids are subject to the General Terms and Conditions of this bid, and any other data attached or incorporated by reference. Bids will be received in the Anderson County Purchasing Office until the date and time specified above, and at that time publicly opened and read aloud.

ANDERSON COUNTY RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES  
IN OR TO REJECT ANY OR ALL BIDS AND TO ACCEPT THE BID DEEMED  
FAVORABLE AND IN THE BEST INTEREST OF ANDERSON COUNTY.



Robert J. Holbrook, Interim Director of Finance

BID DESCRIPTION
Bid for a new street off of Trillium Drive in the Arcadian Springs Subdivision. Questions are to be emailed to <a href="mailto:purchasing@andersontn.org">purchasing@andersontn.org</a> .

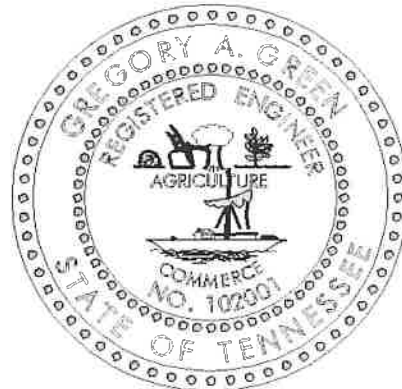
**ANDERSON COUNTY, TENNESSEE**

**NOTICE TO BIDDERS, INSTRUCTION TO BIDDERS  
PROPOSAL, BID BOND, AGREEMENT, PERFORMANCE BOND  
AND SPECIFICATIONS  
FOR**

**PROPOSED STREET OFF OF TRILLIUM DRIVE IN THE  
ARCADIAN SPRINGS SUBDIVISION  
BID # 2042**

July 2020

RGC Project #20701



Prepared By:  
Robert G. Campbell & Associates, L.P.  
7523 Taggart Lane  
Knoxville, TN 37938  
865/947-5996

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## NOTICE TO BIDDERS

### **Proposed Street off of Trillium Drive in the Arcadian Springs Subdivision Bid # 2042**

Invitation to bid on the construction of a **PROPOSED STREET OFF OF TRILLIUM DRIVE IN THE ARCADIAN SPRINGS SUBDIVISION, ANDERSON COUNTY, TENNESSEE.**

These sealed bids will be received by the Anderson County Purchasing Agent, Anderson County Courthouse, 100 N. Main Street, room 214, Clinton, Tennessee. Bids will be received until 2:30 p.m. on Tuesday July 21<sup>st</sup>, 2020, at which time they will be publicly opened and read aloud. Bid envelopes should be clearly marked "**BID # 2042 PROPOSED STREET OFF OF TRILLIUM DRIVE IN THE ARCADIAN SPRINGS SUBDIVISION, ANDERSON COUNTY, TENNESSEE..**"

Plans, Specifications and Contract Documents must be obtained for bidding purposes at the office of Robert G. Campbell & Associates, 7523 Taggart Lane, Knoxville, Tennessee 37938 upon a payment of a check or cash for the sum of \$ 75.00 . This payment **WILL NOT BE REFUNDED.**

All Bidders must be licensed Contractors as required by the "CONTRACTOR'S LICENSING ACT OF 1976", and as passed by the 89th General Assembly of the State of Tennessee. The Bidder's name, license number, expiration date, and that part of the classification which applies to the Bidder must be placed on outside of sealed envelope containing the executed Proposal Form, otherwise, the Bid will not be considered. (*Bidders on this project are required to be licensed for HRA-A,B,C,E.*)

Each Bid must be accompanied by a Bidder's Bond executed by the Bidder and a surety company licensed to do business in Tennessee in the sum of five percent (5%) of the amount of the bid. This is required as a guarantee that if the Bid is accepted within ninety (90) days of the bid date, the contract will be entered into within twenty (20) consecutive days, and the performance of it will be properly secured.

The successful Bidder will be required to execute an acceptable performance and payment bond in the amount equal to 100 percent of the Contract price.

Anderson County reserves the right to waive any informalities in or to reject any or all bids and to accept the bid deemed favorable to the interest of the County.

The contract documents may be examined at the following locations:

Anderson County Highway Department, Clinton, Tennessee  
Robert G. Campbell & Associates, 7523 Taggart Lane, Knoxville, TN 37938.  
Builders Exchange, 301 Clark Street, Knoxville, TN 37921

**INSTRUCTIONS TO BIDDERS**

1. Sealed bids will be received by the **Anderson County Purchasing** for the County (hereinafter referred to as the "OWNER") for performing the work as set forth in the plans, specifications and map enumerated herein, on or before **2:30 PM, Tuesday, July 21<sup>st</sup>, 2020**, prevailing time at the office of the **Anderson County Purchasing, Clinton, Tennessee**, at which time said bids will be publicly opened and read aloud.
2. All bids must be made on the blank form of proposal attached hereto, shall give the price for each item of the proposed work in figures, and shall give the grand total both in words and figures.
3. Each bid must be accompanied by a bidder's bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bond of all except the three lowest responsible bidders. When the contract is awarded, the bond of the two remaining unsuccessful bidders will be returned. The bond of the successful bidder will be retained until the contract and surety bond have been executed and approved, after which it will be returned.
4. A performance and payment bond in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner and the Engineer will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the surety or sureties who sign his bond in case the contract is awarded to him.
5. The party to whom the contract is awarded will be required forthwith to execute the contract within 10 days from the date when the written notice of the award of the contract is mailed to the bidder at the address given by him; and a performance and payment bond on the forms which are acceptable to the Owner and the Engineer, within ten calendar days from the date of the execution of the contract; in case the bidder has abandoned the contract, in which case the bidder's bond accompanying the proposal shall become the property of the Owner.
6. The Owner reserves the right to reject any or all bids or to accept any bid.
7. Before the award of the contract, any bidder may be required to furnish evidence satisfactory to the Owner and to the Engineer of the necessary facilities, ability and pecuniary resources to fulfill the conditions of the said contract.

8. All bidders must be licensed contractors as required by the "CONTRACTOR'S LICENSING ACT OF 1976", and as passed by the 89th General Assembly of the State of Tennessee. **The Bidder's name, license number, expiration date and that part of the classification which applies to the Bidder must be placed on the sealed envelope containing the executed Proposal form.**
9. Bidders must satisfy themselves by personal examination of the location of the proposed work; by examination of the plans, specifications, and maps enumerated herein; and by such other means as they may refer as to the actual conditions and requirements of the work and the accuracy of the estimate of the quantities of work to be done, and shall not at any time after the submission of the bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature of amount of the work to be done.
10. The construction contract and the detailed specifications contain the provisions required for the construction of the project. No information obtained from any office, agent or employee of the Owner on any such matters shall in any way effect the risk or obligation assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.
11. Proposals which are incomplete, unbalanced conditional or obscure or which contain additions not called for, erasure, alterations or irregularities of any kind, or which do not comply with the Notice and Instructions to Bidders, may be rejected at the option of the Owner.
12. A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the opening of the bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for opening of the bids. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.
13. Bidder must agree to commence work on or before a date to be specified in a written "NOTICE TO PROCEED" by the Owner and to fully complete the project within *120 consecutive calendar days* thereafter. Bidder must agree also to pay as liquidated damages the sum of five hundred dollars (\$500.00) for each consecutive calendar day thereafter as hereinafter provided.
14. Method of Award – Lowest Qualified Bidder  
If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of the funds estimated by the Owner as available to finance the contract, the contract will be awarded on the bid only. If such bid exceeds such amount, the Owner may reject all bids.

15. "Or Equal Clause"  
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Engineer's written approval.
16. Computation of quantities that will be the basis of payment estimates, both monthly and final, will be made by the Engineer.
17. The word "Owner" means the person, association, corporation, district or group for whom the work is to be performed. In this instance, the word "Owner" will mean **ANDERSON COUNTY**.

The word "Contractor" means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.

The word "Engineer" refers to the person, firm or corporation designated by the Owner as its engineering representative during the course of construction to make appropriate inspections and computations of payment.

**OWNER:**

**ANDERSON COUNTY, TENNESSEE**

**Anderson County Highway Department**

**BIDDER'S PROPOSAL**Place: Anderson Co., TN

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

1. In compliance with your invitation for bids dated \_\_\_\_\_, 2020, and subject to all the conditions thereof, the undersigned \_\_\_\_\_, a corporation, incorporated in the State of \_\_\_\_\_, a partnership consisting of \_\_\_\_\_, an individual trading as \_\_\_\_\_,

hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following bid schedule. (The bid schedule attached lists the various divisions of construction contemplated in the plans and specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and considered correct.)

2. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Maps and Drawings pertaining to the work to be done, all of which have been examined by the undersigned.
3. Accompanying this proposal is a standard bid bond in the sum of five percent of Bid \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in accordance with the Notice and Instructions to Bidders.
4. The undersigned bidder agrees to execute the contract for the amount of the total of his bid within 10 days after the award of the contract, and within 10 days after executing the said contract to furnish the bonds specified in the contract and other required contract documents. The name and address of the corporate surety with which the bidder proposes to furnish the specified performance and payment bond is as follows:



- 5. The undersigned anticipates that construction will be commenced on or about as determined by the date of proceed order and the project will be *completed by 30 calendar days*. Bidder must also agree to pay as liquidated damages the sum of \$500.00 for each consecutive calendar day thereafter.
- 6. All the various phases of work enumerated in the detailed specifications with all their individual jobs and overhead whether specifically mentioned, included by implication or appurtenance thereto, are to be performed by the Contractor under one of the items listed in the bid schedule irrespective of whether it is named in said list.
- 7. Payment for work performed will be in accordance with the list subject to change as provided for in the construction contracts.

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Contractor's License No.

In submitting this Bid, the Bidder represents the following as set forth in the Agreement:

A. Bidder has examined and carefully studied the Contract Documents, other related data referenced in the Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. \_\_\_\_\_ Addendum Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Addendum Date \_\_\_\_\_

B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect costs(s), progress and the performance of the Work;

**BID SCHEDULE  
PROPOSED STREET OFF OF TRILLIUM DRIVE  
IN THE ARCADIAN SPRINGS SUBDIVISION  
BID # 2042  
ESTIMATED ROADWAY QUANTITIES**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL COST
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1		
201-01	CLEARING AND GRUBBING	LS	1		
203-01	ROAD & DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	700		
203-04	PLACING AND SPREADING TOPSOIL	C.Y.	50		
209-05	SEDIMENT REMOVAL	C.Y.	25		
209-08.07	ROCK CHECK DAM	EACH	4		
303-01	MINERAL AGGREGATE, TYPE A BASE, GRADING D (8")	TON	772		
307-01.08	ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2 (2")	TON	143		
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	1		
411-01.10	ACS MIX(PG64-22) GRADING D (1.5")	TON	108		
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	70		
607-02.30	15" PIPE CULVERT	L.F.	70		
611-07.30	15" ENDWALL (SIDE DRAIN)	EACH	2		
621-03.02	18" TEMPORARY DRAINAGE PIPE	L.F.	30		
709-05.05	MACHINED RIP-RAP (CLASS A-3)	TON	50		
712-01	TRAFFIC CONTROL	LS	1		
712-06	SIGNS (CONSTRUCTION)	S.F.	27		
713-16.20	SIGNS (STOP)	EA	1		
716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	20		
717-01	MOBILILIZATION	LS	1		
740-10.03	GEOTEXTILE (TYPE III)(EROSION CONTROL)	S.Y.	86		
740-11.01	TEMPORARY SEDIMENT TUBE 8IN	L.F.	925		
801-01	SEEDING (WITH MULCH)	UNIT	2		
801-03	WATER (SEEDING & SODDING)	M.G.	1		

**TOTAL BID THIS PROJECT:**

\_\_\_\_\_ AND  
(Dollars)  
\_\_\_\_\_ (\$ \_\_\_\_\_)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety , are hereby  
held and firmly bound unto \_\_\_\_\_ as OWNER in the penal sum of \_\_\_\_\_ for the  
payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

SIGNED, this \_\_\_\_ day of \_\_\_\_\_, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
\_\_\_\_\_ a certain BID, attached hereto and hereby made a part  
hereof to enter into a contract in writing, for the **Construction of the Proposed Street off of Trillium Drive in  
the Arcadian Springs Subdivision, BID # 2042**

NOW THEREFORE:

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (properly completed in accordance with said BID) and shall furnish a  
BOND for his faithful performance of said contract, and for the payment of all persons  
performing labor or furnishing materials in connection therewith, and shall in all other respects  
perform the agreement created by the acceptance of said BID, then this obligation shall remain in  
force and effect; it being expressly understood and agreed that the liability of the Surety for any  
and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein  
stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

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

CONSTRUCTION CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at \_\_\_\_\_ State of Tennessee by and between the County of Anderson, Party of the First Part, hereinafter called the "OWNER" and \_\_\_\_\_, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH

In consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

1. Statement of Work  
The Contractor shall construct the Proposed Street off of Trillium Drive in the Arcadian Springs Subdivision. The project includes the Grading, Drainage, Base and Pavement of the Proposed Street. The project shall include the necessary Erosion Control and Traffic Control as shown on the Construction Plans.
2. Completion of Work: The contractor shall commence work covered by this contract within 7 calendar days after the date of mailing of written notice to proceed, shall proceed with it continuously, and shall *complete* the project *on or before 30 calendar days*, unless the period for completion is extended as hereinafter provided.
3. Liquidated Damages: If the work embraced by this contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay the Owner as fixed and agreed liquidated damages the sum of five hundred dollars (\$500.00) per day for each calendar day of delay until the work is satisfactorily completed. Whatever sum may be due the Owner as liquidated damages for delay may be deducted from payments due the contractor, or may be collected from the Contractor or the Contractor's surety.
4. Contract Sum: The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$ \_\_\_\_\_) as the base bid in conformity with the bid schedule in Item II.

5. Payment: Payment shall be made to the Contractor for work performed under this contract for quantities of work as determined in accordance with Sections 19 and 21 of the contract. Payment for extra work, if any, should be made in accordance with Sections 8, 9, and 19 of this contract.
  
6. Intent of Plans and Specifications: The Contractor shall keep on the work a copy of the plans and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
  
7. Extra Work and Charges: Extra work shall be work for which no unit bid was received in the proposal and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The Owner, without invalidating the contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on "Contract Change Order" form. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Contract Change Order, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
  
- (b) By unit prices named in the contract or subsequently agreed upon.
  
- (c) By cost plus a percentage, the latter agreed upon prior to starting the extra or changed work.

In method (c) "cost" shall include all labor, materials, power fuel, and rental on major items of equipment. The Contractor shall keep and present in such form as the Engineer may direct a correct account of the several items of cost, together with vouchers. This definition and requirement applies equally to work done by subcontractors.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

8. Claims for Extra Cost: If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases, the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such account supported by receipts to the Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.
9. Performance and Payment Bond: The Contractor shall within ten (10) days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and payment bond in a penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of this contract and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. If at any time, a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect of the date of the bond. The form of the bond shall be subject to approval by the Owner.
10. Licenses and Permits: The Owner will secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances and regulations, Federal, State or local, which may be applicable to the operations to be conducted hereunder.

11. Other Work: Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.
12. Responsibility of the Engineer: The term "Engineer" wherever used in this Contract shall be the person, firm, corporation or representative of the Owner as its engineering representative of the Owner as its engineering representative during the course of construction. The Owner shall advise the Contractor in writing of the name and address of the Engineer. Notices of any change in the Engineer shall be given in writing by the Owner to the Contractor.

The Engineer shall have full authority to interpret the plans and specifications, and shall determine the amount, quality and acceptance of the work and supplies to be paid for under this Contract and every questions relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the specifications, all workmanship, equipment and materials incorporated in the work are to be of the best grade of their respective kinds for the purpose.

It shall be the duty of the Engineer to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications. If a variation from any requirement is allowed, the Engineer shall grant the same in writing with the reasons for his action outlined, and such action will not violate or change the contract in any other manner.

13. Waiver: It is expressly understood and agreed that any waiver granted by the Engineer or the Owner of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract.

Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner or any claim which the Owner may have against the Contractor or surety under this contract or otherwise.

14. Superintendence: The contractor shall constantly superintend all the work embraced in this contract in person or by a responsible agent who shall have in writing full authority to act for him and to carry out all the instructions given by the Engineer.
15. Labor Provisions: The Contractor and his subcontractor shall discharge, whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.



No person whose age or physical condition is such as to make its employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen years be employed.

The work shall at all times be prosecuted under safe working conditions, and the conditions of work shall be subject to inspection and correction by the Engineer or safety inspectors of the Owner.

16. Liability Insurance: The Contractor shall procure and maintain, at his own expense, during the life of this contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall contain a provision preventing cancellation without ten days prior notice to the Owner in writing. The liability insurance required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$100,000 for all damages arising out of injury or destruction of property, including property of the Owner, in any one accident; and a limit of liability of not less than \$100,000 for all damages arising out of injury to or destruction of property, including property of the Owner, during the policy period.

All such insurance shall be written on a comprehensive policy form; and in the event blasting operations are required in the performance of work, shall specifically cover all blasting operations. Certificates evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this contract.

17. Compensation Insurance: The Contractor shall procure and maintain, at his own expense during the life of this contract in accordance with the provisions of the laws of the State of Tennessee, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this contract at the site of the project is not protected under Workmen's Compensation Insurance, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected. Certificates evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this Contract.

18. Payment for Work Completed: Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Engineer and approved by the Owner, provided that the Contractor is performing the overall job in a diligent manner. If the work is to be completed in less than 45 days, no partial payment shall be made until all construction is complete. Should the Contractor be derelict in his duty, failing to follow specifications or to make satisfactory progress on the job, partial payments shall be discontinued and no further payments shall be made until these conditions are corrected.

If the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, upon the certification of the Engineer to that effect and without terminating the contract, make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claim.

19. Payments Withheld: The Engineer may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:
- (a) Defective work not remedied.
  - (b) Claims filed or reasonable evidence indicating probable filing of claims.
  - (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
  - (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
  - (e) Damage to another Contractor.
  - (f) Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

20. Measurement of Quantities: The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the Engineer.
21. Assignment and Transfer of Contract: The contractor shall not assign or transfer this contract or any part thereof or any interest therein without the consent in writing of the Owner and the Contractor's surety and any such assignment or transfer without such written consent shall be null and void.
22. Indemnity: The Contractor shall indemnify and save harmless the Owner, the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits or actions, recoveries and judgments of every nature and description brought or recovered against them by reason or any act or omission of the said Contractor, his agents or employees in the execution of the work or in guarding the same.
23. Subcontracts: The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to insure the fulfillment of all the provisions of this contract affecting subcontractors.
24. Adjustment of Dispute: All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, shall be subject to the decision of some competent person to be agreed upon by the Owner and the Contractor, and his decisions shall be final and conclusive upon both parties. Should the Owner and the Contractor be unable to agree upon such person, a board of three arbitrators shall be chosen, one by the Owner, one by the Contractor and the third by the two so chosen, and the decision of any two of said arbitrators shall be final and binding upon the parties. If either party to the contract neglects or fails for a period of ten (10) days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three arbitrators had been selected. The arbitrators shall decide which party pay the cost of arbitration and final payment to the Contractor shall not be made until the full decision of the arbitrators has been rendered.
25. Protection of Work and Property: The Contractor shall continuously maintain adequate protection of all his work and property and all adjacent property from injury or loss arising in connection with activities under his contract. The Contractor shall make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide and maintain all necessary precautions, safeguards and protection to prevent accidents or injury to persons or property on, about, or adjacent to the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this contract. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing. In an emergency affecting the safety of life or of the work or adjoining property, the Contractor without special instruction or authorization from the Engineer or Owner, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he must take such action if so instructed or authorized by the Engineer or Owner.

The Contractor shall also protect adjacent property as required by law.

26. Land of Owner, Use of, By Contractor: The Owner shall provide the land upon which the work under this Contract is to be done, and will so far as is convenient, permit the Contractor to use as much of this land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at his cost and expense, any additional land required.
27. Liens: If at any time there shall be evidence of lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.
28. Stakes: The Engineer will provide initial field layout for the structures. The Contractor shall at his expense during construction set stakes for lines and grades working from bench marks and reference points as shown on the drawings. No additional compensation shall be provided for this service as it must be included in the unit costs indicated in the bidder's proposal.
29. Preservation of Stakes: The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

30. Inspection: The Contractor shall do no work except in the presence of the Inspector. The Engineer and the Owner shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and materials furnished shall be subject to their inspection and approval. The Engineer may require the Contractor to take out portions of the finished work; in the case such work is found satisfactory, the cost of taking out and replacing plus 15 percent will be paid by the Owner.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding with such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Engineer and the Owner before acceptance.

No work shall be done at night without the previous approval of the Engineer.

31. Minimize Siltation: The Contractor, at his own expense, will be required to minimize siltation and bank erosions during construction and to restore disturbed areas to present or better conditions.
32. Bypassing: The Contractor shall provide necessary pumps and relief lines to avoid bypassing wastewater during construction . Bypassing shall be permitted only upon written consent of the Tennessee Department of Public Health, Division of Stream Pollution Control.
33. Defective Work or Material: The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
34. Other Contracts: The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his work to that provided under other contracts as may be directed by the Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

35. Owner's Right to Take Over the Work: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

- (a) The Owner may terminate the service of Contractor, which termination shall take effect immediately upon service or notice thereof on the Contractor and his surety, whereupon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under this contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses and damages shall be certified by the Engineer.
- (b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due to Contractor, the costs incurred by it through the default of the Contractor, provided the Engineer approved the amount thus charged to the Contractor.

- (c) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.
36. Contractor's Right to Stop Work or Terminate Contract: If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the Contractor of any one employed by him, then the Contractor may on seven days' written notice to the Owner and the Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment within ten days after it is due, or if the Owner shall fail to pay the Contractor within fifteen days after its maturity and presentation any sum certified by the Engineer, the Contractor may on seven days' written notice to the Owner and the Engineer stop work and give written notice of intention to terminate this contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the Contract and recover from the Owner payment for all work executed, and losses sustained upon any plant or materials and a reasonable profit.
37. Delays and Extension of Time: If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Engineer or of any employee of either or by any separate Contractor employed by the Owner or by changes ordered in the work or by strike, lockouts, fire, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continued cause in delay, only one claim is necessary.

This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

38. Right of Occupancy: The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.
39. Underground Obstructions: The Contractor shall anticipate all underground obstruction such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.
40. Acceptance: Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the Owner. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.
41. Final Estimates: Upon the completion and acceptance of the work, the Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by him under the conditions and terms thereof, and shall make the final estimate of the work. The final estimate of work must be checked and approved by the Engineer for the Owner; whereupon, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner, shall be said to the Contractor by the Owner in accordance with existing State laws. Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and outstanding indebtedness in connection with this contract have been paid.
42. Cleaning Up: Upon completion or termination of the work, the Contractor shall, as directed by the Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same may be done by the Owner at the expense of the Contractor, and his surety shall be responsible therefor.
43. Guarantee and Correction of Work After Final Payment: Neither the final certificate for payment nor any provisions in the Contract Documents shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer subject to arbitration.



The Contractor and through him each subcontractor, in accepting the contract for this construction or respective portions of the construction covered by these plans and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is excepted from this guarantee. This guarantee shall include damage done by settlement of backfills being considered as defective workmanship. Backfilled areas that are unpaved shall be refilled if the filled material settles more than two inches below original grade.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within ten days after notice is given of such defect in workmanship or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

44. The Contractor shall include in his bid the cost of water used for testing and sterilization.
45. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
46. All Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day and year first above written.

OWNER:

ANDERSON COUNTY, TENNESSEE

ATTEST:

By: \_\_\_\_\_

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

BY: \_\_\_\_\_

Gary Long  
County Road Superintendent

BY: \_\_\_\_\_

Jay Yeager  
County Law Director

CONTRACTOR:

\_\_\_\_\_

BY: \_\_\_\_\_

Robert Holbrook  
County Interim Finance Director

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TITLE

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

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

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

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

called Principal, and \_\_\_\_\_  
(Name of Surety)

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

hereinafter called Surety, are held and firmly bound unto

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

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

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly

to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2020, a copy of which is hereto attached and made a part thereof for the construction of:

**PROPOSED STREET OFF OF TRILLIUM DRIVE IN THE ARCADIAN SPRINGS SUBDIVISION**  
**BID # 2042**

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

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

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

IN WITNESS WHEREOF, this instrument is executed in *three (3) counterparts*, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

ATTEST

\_\_\_\_\_

PRINCIPAL

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

BY: \_\_\_\_\_

SEAL

\_\_\_\_\_  
(Witness to Principal)

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

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

\_\_\_\_\_

\_\_\_\_\_

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS:** that

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

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

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

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

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

hereinafter called Surety, are held and firmly bound unto

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

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

hereinafter called OWNER, the penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_ day of \_\_\_\_\_ 2019, a copy of which is hereto attached and made a part hereof for the construction of:

**PROPOSED STREET OFF OF TRILLIUM DRIVE IN THE ARCADIAN SPRINGS SUBDIVISION**  
**BID # 2042**

Anderson County  
Proposed Street Off of Trillium Drive  
In the Arcadian Springs Subdivision  
RGC Project #20701

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries of claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

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

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this BOND and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDE, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original, this the \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

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

\_\_\_\_\_  
(Principal)

S E A L

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Address)

\_\_\_\_\_  
(Witness as to Principal)

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

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
(Witness to Surety)

By \_\_\_\_\_  
(Attorney-in-Fact)

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

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

\_\_\_\_\_

\_\_\_\_\_



ATTACH POWER OF ATTORNEY

FOR

PAYMENT BOND

TO THIS PAGE

**CHANGE ORDER**

PROJECT:	CHANGE ORDER NUMBER:
OWNER (Name and Address):	DATE OF ISSUANCE:
CONTRACTOR:	ENGINEER: ROBERT G. CAMPBELL & ASSOCIATES
CONTRACT FOR:	ENGINEER'S PROJECT NUMBER:

You are directed to make the following changes in the Contract Documents.

Description of Change Order:
Purpose of Change Order:
Attachments: (List documents supporting change)

Original Contract Price \$ _____	Original Contract Time _____ days or date
Previous Change Orders No. _____ to No. _____ \$ _____	Net change from previous Change Orders _____ days
Contract Price prior to the Change Order \$ _____	Contract Time prior to the Change Order _____ days or date
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price will all approved Changed Orders \$ _____	Contract Time with all approved Change Orders _____ days or date

RECOMMENDED BY: (Engineer)	APPROVED BY: (Owner)
APPROVED BY:	APPROVED BY: (Contractor)

Anderson County  
Proposed Street Off of Trillium Drive  
In the Arcadian Springs Subdivision  
RGC Project #20701

**SPECIAL PROVISION  
REGARDING  
PAYMENTS TO CONTRACTORS**

The Contractor will receive two payments for span type structures per project site on this contract, where other more complicated structures are involved, a monthly invoice may be submitted per project site. further, the Local Government agrees to pay the contractor within three days of receipt of project funds received from the State of Tennessee.

The first request for payment for the span structures will be submitted to the State of Tennessee upon completion of each structure provided the necessary materials certifications are on hand and that the work completed can be certified as being according to the project plans and specifications.

The second and final request for payment for box type structures will be submitted to the State of Tennessee upon final acceptance of the project.

Retainage shall not be withheld on funds due the contractor under this contract.

The bidder is to note that partial payment for stockpiled items as specified in Section 109.06 of the Standard Specifications for Road and Bridge Construction 2015 Editions will not be allowed under this contract.

**SPECIAL PROVISION  
REGARDING  
DEBARRED, PROPERLY LICENSED, AND PREQUALIFIED  
CONTRACTORS**

All bidders are hereby advised that no award of this contract will be made to any firm or individual that is currently debarred by the STATE OF TENNESSEE or the FEDERAL HIGHWAY ADMINISTRATION. All bidders must either be properly licensed with the state of Tennessee Board for Licensing Contractors or prequalified with the Tennessee Department of Transportation.

## TECHNICAL SPECIFICATIONS

### Technical Specifications:

The Tennessee Department of Transportation, Bureau of Highways, Nashville, Tennessee Standard Specifications for Road and Bridge Construction January 1, 2015, and Special Provisions will be used as the technical specifications for this project.

All testing, sampling and inspection of materials shall be paid for by the Contractor and it shall be the Contractor's responsibility to take said samples to an independent laboratory and obtain the results and reports of the test results.

# DIVISION I

Bid-Envelope Cover

Insurance Requirements Checklist

State of Tennessee Contractors' License Law

Conflict of Interest Statement

Drug-Free Workplace Affidavit

Non-Collusion Affidavit

# BID ENVELOPE COVER

Anderson County Government, 100 North Main St., Rooms 214, Clinton, TN 37716

BID # \_\_\_\_\_

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

BID OPENING DATE: \_\_\_\_\_

BIDDER/CONTRACTOR: \_\_\_\_\_

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

TENNESSEE CONTRACTOR'S LICENSE NUMBER: \_\_\_\_\_

LICENSE CLASSIFICATION: \_\_\_\_\_

DOLLAR LIMIT: \_\_\_\_\_

LICENSE EXPIRATION DATE: \_\_\_\_\_

## SUBCONTRACTORS TO BE USED ON THIS PROJECT:

**PLUMBING:** \_\_\_\_\_ LICENSE #: \_\_\_\_\_

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

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**HVAC:** \_\_\_\_\_ LICENSE #: \_\_\_\_\_

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

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**ELECTRICAL:** \_\_\_\_\_ LICENSE #: \_\_\_\_\_

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

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**MASONRY:** \_\_\_\_\_ LICENSE #: \_\_\_\_\_

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

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**GEOTHERMAL HEATING:** \_\_\_\_\_ LICENSE #: \_\_\_\_\_

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

Classification: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

INSURANCE REQUIREMENT CHECKLIST

Revised- 1/28/08

The bidder awarded this bid or contract will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, any and all claims for bodily injury and property damage to the Bidder and to Anderson County Government while delivery and service are being done. A certificate of insurance must be on file in the Purchasing Department before work may begin and must be maintained until work is completed.

CONTRACT / BID TITLE: \_\_\_\_\_

Only the items marked with an "X" are applicable to this bid and or contract.

- 1.  **Workers Compensation** Statutory limits  
Employers Liability 100,000/100,000/500,000
- 2.  **Commercial General Liability** \$1,000,000 per occurrence  
\$2,000,000 aggregate
  - Occurrence Form Only
  - Include Premises Liability
  - Include Contractual
  - Include XCU
  - Include Products and Completed Operations
  - Include Personal Injury
  - Include Independent Contractors
  - Include Vendors Liability
  - Include Professional or E&O Liability
- 3.  **Business Auto** \$1,000,000  
 Include Garage Liability \$1,000,000  
 Include Garage Keepers Liability  
 Copy of Valid Drivers License  
 Copy of Current Motor Vehicle Record  
 Copy of Current Auto Liability Declarations Page
- 4.  **Crime Coverages**  
 Employee Dishonesty  
 Employee Dishonesty Bond
- 5.  **Property Coverages**  
 Builders Risk  
 Inland Marine  
 Transportation
- 6.  **Performance Bond and Payment Required - A One-Hundred Percent (100%) performance bond and payment bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution.**

Certificate Holder Shall Be: Anderson County Government, Clinton, Tennessee, and shall show the bid number and title. Anderson County Government shall be named as an additional insured on all policies except worker's compensation and auto. Insurance carrier ratings shall have a Best's rating of A-VII or better, or its equivalent. Cancellation clause on certificate should strike out "endeavor to" and include a 30-day notice of cancellation where applicable. Any deviations from the above requirements must be disclosed to the Anderson County Purchasing Agent. Any liability deductibles or exclusions must also be disclosed. Exceptions can be granted if applicable. Vendor is not to begin services until Certificate of Insurance is on file with Purchasing Agent.

**Bidders Statement and Certification**

I understand the insurance requirements of these specifications and will comply in full within 21 (twenty-one) calendar days of notification of intent to award of bid and or contract. Failure to comply will deem vendor non-responsive. I agree to furnish the county with proof of insurance for the entire term of the bid and or contract.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Bid Representative Name (Please Print)

\_\_\_\_\_  
Date



## **STATE OF TENNESSEE CONTRACTORS' LICENSE LAW**

### **62-6-119. Bid documents -- Penalties.**

**(a)** Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and a specific statement informing the invited bidder that it is necessary for such bidder to provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

**(b)** The person or entity involved in the preparation of the invitation to bid or comparable bid documents including any electronic bid documents shall direct that the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the masonry contract where the total cost of the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000), materials and labor, electrical, plumbing, heating, ventilation, and air conditioning contracts, and for each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, appear on the outside of the envelope containing the bid or in the submission of an electronic bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000). Only one (1) contractor in such classification may be listed. Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials and labor, the electrical, plumbing, heating, ventilation and air conditioning or the geothermal heating and cooling must be so designated upon the outside of the envelope or in the electronic bid. Failure of any bidder to comply therewith shall void such bid and such bid shall not be considered. It is the duty and responsibility of the awarding person or entity who received the envelope containing the bid or the electronic bid to verify only the completeness of the required licensure information. Prior to the opening of the envelope or acceptance of an electronic bid, the names of all contractors listed thereon or therein shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby. The failure of any bidder to comply with all of the provisions hereof shall automatically disqualify such bid. However, bids administered by the Tennessee department of general services shall require that the information be furnished within the bid or bid document only. When the bid is less than twenty-five thousand dollars (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid or in the electronic bid document, and upon opening the envelope or review of the electronic bid, if such bid is in excess of twenty-five thousand dollars (\$25,000), the same shall automatically be disqualified.

**(c)** No invitation to bid may require that:

**(1)** Any subcontractor be identified, listed or designated until the final bid submission by the prime contractor; and

**(2)** Any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor.

**(d)** Any person or entity, public and private, failing to observe this section shall be penalized in the same manner as any person under § 62-6-120 who accepts a bid from a person who is not licensed in accordance with the provisions of this chapter.

**(e)** Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for any violation of this section.

**ANDERSON COUNTY GOVERNMENT  
PURCHASING DEPARTMENT**

**CONFLICT OF INTEREST STATEMENT**

**NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.**

**T. C. A. 5-14-114. Conflicts of interest -- Illegal payments.**

**(a)** Neither the county purchasing agent, nor members of the county purchasing commission, nor members of the county legislative body, nor other officials of the county, shall be financially interested, or have any personal beneficial interest, either directly or indirectly, in any contract or purchase order for any supplies, materials, equipment or contractual services used by or furnished to any department or agency of the county government.

**(b)** Nor shall any such persons accept or receive, directly or indirectly, from any person, firm or corporation to which any contract or purchase order may be awarded, by rebate, gift or otherwise, any money or anything of value whatsoever, or any promise, obligation or contract for future reward or compensation.

**(c)** A violation of this section is a Class D felony.

**T. C. A. 12-4-101 Personal interest of officers prohibited.**

**(a) (1)** It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be directly interested in any such contract. "Directly interested" means any contract with the official personally or with any business in which the official is the sole proprietor, a partner, or the person having the controlling interest. "Controlling interest" includes the individual with the ownership or control of the largest number of outstanding shares owned by any single individual or corporation. This subdivision (a)(1) shall not be construed to prohibit any officer, committee member, director, or any person, other than a member of a local governing body of a county or municipality, from voting on the budget, appropriation resolution, or tax rate resolution, or amendments thereto, unless the vote is on a specific amendment to the budget or a specific appropriation or resolution in which such person is directly interested.

**(2) (A)** Subdivision (a)(1) shall also apply to a member of the board of directors of any not-for-profit corporation authorized by the laws of Tennessee to act for the benefit or on behalf of any one (1) or more counties, cities, towns and local governments pursuant to title 7, chapter 54 or 58.

**(B)** Subdivision (a)(2)(A) does not apply to any county with a metropolitan form of government and having a population of four hundred thousand (400,000) or more, according to the 1980 federal census or any subsequent federal census.

**(b)** It is unlawful for any officer, committee member, director, or other person whose duty it is to vote for, let out, overlook, or in any manner to superintend any work or any contract in which any municipal corporation, county, state, development district, utility district, human resource agency, or other political subdivision created by statute shall or may be interested, to be indirectly interested in any such contract unless the officer publicly acknowledges such officer's interest. "Indirectly interested" means any contract in which the officer is interested but not directly so, but includes contracts where the officer is directly interested but is the sole supplier of goods or services in a municipality or county.

**(c) (1)** Any member of a local governing body of a county or a municipality who is also an employee

**ANDERSON COUNTY GOVERNMENT  
PURCHASING DEPARTMENT**

**CONFLICT OF INTEREST STATEMENT**

of such county or municipality and whose employment predates the member's initial election or appointment to the governing body of the county or municipality may vote on matters in which the member has a conflict of interest if the member informs the governing body immediately prior to the vote as follows: "Because I am an employee of (name of governmental unit), I have a conflict of interest in the proposal about to be voted. However, I declare that my argument and my vote answer only to my conscience and to my obligation to my constituents and the citizens this body represents." The vote of any such member having a conflict of interest who does not so inform the governing body of such conflict shall be void if challenged in a timely manner. As used in this subdivision (c)(1), "timely manner" means during the same meeting at which the vote was cast and prior to the transaction of any further business by the body.

**(2)** Any member of a local governing body of a county or a municipality who is also an employee of such county or municipality and whose employment began on or after the date on which the member was initially elected or appointed to serve on the governing body of the county or municipality shall not vote on matters in which the member has a conflict of interest.

**(3) (A)** In the event a member of a local governing body of a county or a municipality has a conflict of interest in a matter to be voted upon by the body, such member may abstain for cause by announcing such to the presiding officer.

**(B) (i)** Any member of a local governing body of a municipality who abstains from voting for cause on any issue coming to a vote before the body shall not be counted for the purpose of determining a majority vote.

**(ii)** This subdivision (c)(3)(B) shall in no way be construed to apply to any county having a metropolitan form of government and having a population in excess of five hundred thousand (500,000), according to the 1990 federal census or any subsequent federal census.

**(d)** This section shall apply to a member of the board of directors or officer of any nonprofit corporation required under § 8-44-102(b)(1)(E) to conduct all meetings of its governing body as open meetings.

I have read and understand both T.C. A. 5-14-114 and T. C. A. 12-4-101, and will comply.

**NOTE: PLEASE SIGN AND RETURN PAGE TWO IN YOUR BID PACKET.**

\_\_\_\_\_  
Contractor or Company Owner (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor or Company Name (print)

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_, an employer of five (5) or more employees contracting with \_\_\_\_\_ 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 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 purpose therein contained.

Witness my hand and seal office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_, 20\_\_.

**Non-Collusion Affidavit**

- This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid.
  - This Non-Collusion Affidavit must be executed by the member, officer, or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
  - Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
  - In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
  - The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, an intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
  - Failure to file an affidavit in compliance with these instructions may result in disqualification of the bid.
- 

**Non-Collusion Affidavit**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I state that I am (Title) \_\_\_\_\_ of (Name of My Firm) \_\_\_\_\_ and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm to the price(s) and the amount of this bid.

I STATE THAT:

- The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other contractor, bidder, or potential bidder.
- Neither the price(s) nor the amount of this bid and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (Name of My Firm) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State of Federal law in any jurisdiction involving conspiracy or collusion with respect to bidding on any public contract, except as follows:  
\_\_\_\_\_  
\_\_\_\_\_

I state that (Name of My Firm) \_\_\_\_\_ understands and acknowledges that the above representation are material and important and will be relied on by Anderson County in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Anderson County of the true facts relating to submission of bids for this contract.

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

## General Terms and Conditions

### BID ENVELOPE SUBMISSION INSTRUCTIONS:

Bids are to be received in a sealed envelope/package with the bid number, company name and opening date clearly marked. Failure to comply may result in rejection of the entire bid. Anderson County will not be responsible for any lost or misdirected mail. Late bids, e-mailed bids and faxed bids will not be considered nor returned. It is the sole responsibility of the bidder to ensure their bid is delivered to the Purchasing Department.

Please note that Anderson County Government does not receive a guaranteed delivery time for express mail and/or packages. PLEASE MAIL ACCORDINGLY.

ANDERSON COUNTY FINANCE DEPARTMENT  
100 NORTH MAIN STREET, SUITES 214 AND 218  
CLINTON, TN 37716

Email: [purchasing@andersontn.org](mailto:purchasing@andersontn.org)  
Website: <http://andersontn.org/purchasing>

(865) 457-6218 Phone  
(865) 457-6252 Fax

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**Bid documents must be completed in ink or typed, signed in ink,  
and free from alterations, erasures or mark-throughs.**

### SECTION 1 - GENERAL TERMS AND CONDITIONS

**1.1 ALTERATIONS OR AMENDMENTS:** Alterations, amendments, changes, modifications or additions to this solicitation shall not be binding on Anderson County without prior written approval.

**1.2 NO CONTACT POLICY:** After vendor receives a copy of this bid, any contact initiated by any vendor with any Anderson County representative, other than the Purchasing Department, concerning this invitation for bid is prohibited and agreements made thereto will not be considered binding on Anderson County. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction.

**1.3 QUESTIONS:** Pursuant to TCA §12-4-113, 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 within less than forty-eight (48) hours of the bid opening date shall be permitted. Any questions concerning the bid document must be submitted to [purchasing@andersontn.org](mailto:purchasing@andersontn.org) no less than ninety-six (96) hours before bid opening date.

**1.4 BID CLOCK:** The bid/time clock in the Anderson County Purchasing office will be the time of record.

**1.5 TAXES:** Anderson County is not liable for Federal excise or State sales tax. Tax exemption certificates will be provided upon request.

**1.6 CONFLICT OF INTEREST:** If requested by the Purchasing Agent, vendors must complete and submit a "Conflict of Interest Affidavit Statement" prior to contract award, see T.C.A. 5-14-114 and T. C. A. 12-4-101.

**1.7 NON-COLLUSION:** Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.

**1.8 NON-DISCRIMINATION:** Contracted vendors will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**1.9 SAME AS OR EQUIVALENT TO:** Vendors are to bid as specified herein or propose an approved equal. Determination of equality is solely Anderson County's responsibility. Any designated brands are for reference purpose only, not a statement of preference. When an alternate manufacturer, brand, model or make is bid, Anderson County will determine if the item bid meets or exceeds the items as specified. If the bidder does not indicate that an alternate manufacturer, brand, model or make is being bid, it is understood that the item(s) bid are the same manufacturer, brand, model or make as requested in the Invitation to Bid. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid submission. It shall be the responsibility of the vendors, including vendors whose product is referenced to furnish upon request catalog pages, brochures or other data to provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.

**1.10 MULTIPLE BIDS/AWARDS:** Anderson County may consider multiple bid awards.

**1.11 STATE OF TENNESSEE CONTRACTORS' LICENSE LAW (T.C.A. 62-6-119) b):** Bids for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, the outside of the sealed bid envelope/package containing the bid provides the following information: the Company Name, the Contractor's license number, license classification, the date of the license expiration and that part of each license classification applying to the bid. In addition, each heating ventilation or air conditioning, plumbing and electrical subcontractor's license number, date of the license expiration and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be notated. If the value of either the contractor or the subcontractor's work is less than \$25,000, the bid envelope/package containing the bid is to be notated with the phrase "Contractor or Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, each party submitting the bid must provide this information. If no subcontractors are being used, the outside of the envelope/package containing the bid must state, "No Subcontractors are being used on this project."

**1.12 ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Anderson County for a minimum period of sixty (60) working days from the date of the bid opening, unless otherwise indicated in their bid. Any or all bids may be rejected for good cause.

**1.13 BID AWARDS:** Bids will be awarded to the lowest and best bidder, taking into consideration the qualities of the articles to be supplied, their conformity with specifications and their suitability to the requirements of Anderson County and the delivery terms. Anderson County also reserves the right to not award this bid.

**1.14 BIDDER'S MINIMUM QUALIFICATIONS:** Bidders must have the resources and capability to provide the materials and services as described in the solicitation. Anderson County reserves the right to request additional information and/or material not specified as a bid requirement from any bidder to confirm qualifications.

**1.15 DEBARMENT:** By submitting a response to this solicitation, bidders are certifying that bidder is not currently debarred from doing business with any local or state Government or the Federal Government. Bidders shall provide documentation relating to any and all debarments that occurred within the last ten

years. The County will search the "System for Award Management" for federally excluded vendors before awarding a bid.

**1.16 PROTEST:** Any vendor wishing to protest the bid award shall notify in writing the Anderson County Purchasing Agent and the County Law Director, 101 S. Main Street, Suite 310, Clinton, TN 37716. No protest will be accepted, except those protests made in writing and received within (10) ten calendar days of the bid award. Protests must be in writing and envelopes/package containing protest must be clearly marked with bid number and words "BID PROTEST". The Purchasing Agent, in conjunction with the Purchasing Committee, and with the advice and counsel of the County Law Director, shall review and make a final decision as to any bid protest. Appeals shall be filed in the Circuit or Chancery Courts of Anderson County within sixty (60) days of the final decision.

**VENDORS PLEASE NOTE: ANDERSON COUNTY WILL NOT STOP THE PURCHASE PROCESS. THE PURCHASE MAY BE COMPLETED OR THE PROJECT MAY BE RE-BID WHILE THE PROTEST PROCEDURE IS STILL IN OPERATION. IF A RE-BID IS MADE, THE PROTESTING VENDOR SHOULD SUBMIT A NEW BID. OTHERWISE, THEY WILL BE WITHOUT A BID ON THE RE-BID. FURTHER, THE RE-BIDDING WILL NOT END THE APPEALS PROCESS. IT WILL CONTINUE UNTIL A FINAL DECISION IS REACHED OR THE COMPLAINANT WITHDRAWS THE APPEAL.**

**1.17 DELIVERY:** Bid pricing is to include complete supply and delivery to Anderson County, Tennessee. Vendors are to state the delivery time in the bid. Anderson County requires that vendors deliver all products "free on board" to final destination unless indicated otherwise in the bid requirements.

**1.18 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Bidders must, upon the request of Anderson County, provide satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Anderson County will make the final determination as to the bidder's ability.

**1.19 VENDOR'S DEFAULT:** Anderson County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

**1.20 DUPLICATE COPIES:** Vendors are to submit one original and at least one exact copy of their bids, including brochures; unless additional copies are requested in bid specifications.

**1.21 DRUG-FREE WORKPLACE:** Under the provisions of Tennessee Code Annotated §50-9-113 enacted by the General Assembly effective 2001, all employers with five (5) or more employees who contract with either the state or a local government to provide construction services are required to submit an affidavit stating that they have a drug free workplace program that complies with Title 50, Chapter 9, in effect at the time of submission of a bid at least to the extent required of governmental entities. The statute imposes other requirements on the contractor and contractors should consult private legal counsel if legal questions arise under this section or any other provision of this document. All contractors with five (5) or more employees that will be providing construction services are to return the provided written affidavit signed by the principal officer of a covered employer acknowledging that the contracting entity is in compliance with the Drug Free Workplace laws of State of Tennessee.

**1.22 COMPETITION INTENDED:** It is the responsibility of the bidder to review the entire Invitation to Bid document and to notify the Purchasing Department 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. The Purchasing Agent must receive questions regarding the specifications or bid procedures no less than ninety-six (96) hours prior to the time set for the bid opening.

**1.23 SCHOOL CAFETERIA BIDS:** If this bid is for Anderson County School's Cafeteria Food Service Department, bidders must be in compliance with Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 which requires school and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) to "Buy American" to the maximum extent practicable.



**1.24 TERMINATION:** Anderson County reserves the right to terminate contracts in whole or in part with thirty (30) days written notification to the contractor. In the event of termination, the County shall not be liable for any costs other than the cost of services performed and materials delivered and accepted prior to termination date.

**1.25 OSHA SAFETY:** The Vendor is responsible for training their employees in Safety and Health Regulations for the job, assuring compliance with Tennessee Occupational Safety and Health regulations and any other Regulatory Agency.

**1.26 PERFORMANCE BOND:** A standard surety or performance bond or an irrevocable letter of credit in favor of Anderson County Government at a federally insured financial institution will be required to be submitted with bid, if indicated in section four, item six insurance requirement checklist.

**1.27 BACKGROUND CHECKS:** Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

**1.28 AWARD RESULTS:** As soon as practicable after proposal or bid evaluations, Anderson County shall post the award decision to Vendor Registry at [www.vendorregistry.com](http://www.vendorregistry.com). Individual notices are normally not mailed or e-mailed except to the successful vendor.

**1.29 INDEMNIFICATION/HOLD HARMLESS:** Vendor shall indemnify, defend, save and hold harmless Anderson County and, 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 Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees.

**1.30 DECLARATIVE STATEMENT:** Any statement or words (i.e.: must, shall, will, etc.) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in their bid being non-responsive and disqualified.

**1.31 WAIVING OF INFORMALITIES:** Anderson County reserves the right to waive minor informalities or technicalities when it is in the best interest of Anderson County.

**1.32 APPROPRIATION:** Funding for multi-year contracts are subject to budget appropriations. In the event no funds are appropriated by Anderson County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services of a contract, then that 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.

**1.33 ASSIGNMENT:** Vendor shall not assign or sub-contract any agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Anderson County.

**1.34 QUANTITIES:** Anderson County does not guarantee quantities to be purchased off this bid.

**1.35 UNIT PRICE:** In case of discrepancy between any unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

**1.36 MODIFICATION OR WITHDRAWAL OF BIDS:** When it is certain that a mistake has been made in the preparation of the bid, a request will be made to the bidder to confirm the bid. Provisions must be made so that mistakes can be taken care of and the ambiguity resolved satisfactorily. Bids may be modified or withdrawn by written notice received in the Purchasing Department prior to the time and date set for the bid

opening. The changes or withdrawal of the bids shall be in writing and signed by an official of the company. The envelope containing the modification should clearly state "modification to bid." Either the entire bid or a particular item may be withdrawn or modified in this manner.

**1.37 PRE-BID CONFERENCES:** Attendance at Pre-bid Conferences is strongly encouraged. When deemed necessary a Mandatory Pre-bid Conference will be held. A company representative **MUST** be in attendance and sign the Pre-bid sign-in sheet in order to be considered for bid award.

**1.38 ADDENDUM:** § T.C.A. 12-14-113 Anderson County Government reserves the right to amend this solicitation by addendum. Addenda will be posted to the vendor registry up to 48 hours in advance of the bid/proposals due date and time. It is the bidder's responsibility to check the website for addendum. If in the County's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. Addenda may change specifications, reply sheets, and times and dates for pre-bid meetings as well as due dates/deadlines for questions and bids/proposals.

**1.39 OWNERSHIP:** All bids, once received, become property of Anderson County Government and will not be returned.

**1.40 WEATHER AND COURTHOUSE CLOSINGS:** In the event of a situation severe enough to necessitate the closing of Anderson County Government offices during a planned bid opening, vendors will receive notification of the new date and time upon re-opening of county government offices. No bids will be opened until the rescheduled date for bid opening and all bidders/proposers whose submissions meet the extended deadline will be given equal consideration at that time. Anderson County shall not be liable for any commercial carrier's decision regarding deliveries during inclement weather.

**1.41 IRAN DIVESTMENT ACT OF 2014:** Pursuant to the Iran Divestment Act of 2014, Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with Anderson County; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>.