

Evaluated Invitation to Bid

City of Knoxville, Tennessee

**STREET LIGHT AND HIGH MAST
MAINTENANCE AND REPAIR**

**Bids to be Received by 11:00:00 a.m., Eastern Time
February 12, 2019**

Submit Proposals to:
City of Knoxville
Office of the Purchasing Division
City/County Building
Room 667-674
400 Main Street
Knoxville, Tennessee 37902



CITY OF KNOXVILLE

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CITY OF KNOXVILLE

EVALUATED INVITATION TO BID

Project: Street Light and High Mast Maintenance and Repair

Sealed bids will be received by the City of Knoxville, in Room 667-674, City County Building, 400 Main St., Knoxville, Tennessee, until 11:00:00 a.m., on February 12, 2019 for the On-Call Street Light Maintenance Project.

Work will consist of performing preventative maintenance inspections and occasional repairs on the approximate 29,500 City of Knoxville street lights and system within the City and other incidental and related work, on an as-needed basis.

All bidders must be licensed contractors and must have a CE-Electrical Contracting classification. All bidders must be and/or Subcontractors must be pre-qualified through Knoxville Utilities Board's Contractor Prequalification Program in category 5.5: Electric Utility Construction: Unlimited 600VAC or must submit documentation to the City (see Exhibit A – Contractor Pre-Qualifications and include with bid packet if not already KUB qualified) proving equivalent qualification. Anyone engaging in streetlight retrofit work (i.e., removing, installing, or maintaining street and area lighting) and/or working above the communication space on utility poles or within electric distribution enclosures shall be electrically qualified as defined by OSHA 1910.269.

All interested potential bidders are strongly encouraged to view the “Invitation to Bid and Information for Bidders” on the City of Knoxville’s procurement website @ www.knoxvilletn.gov/bids.

INFORMATION FOR BIDDERS

Bids will be received by the City of Knoxville, Tennessee (Herein called the "Owner") by the Purchasing Division of the City of Knoxville, acting for the Mayor, in Room 667-674, City County Building, 400 Main Avenue, Knoxville, Tennessee, 37902 until 11:00:00 A.M. on February 12, 2019, and then at said office publicly opened and read aloud.

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

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

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

All Bidders must be licensed contractors as required by the Contractors Licensing Act of 1994, and all Acts amendatory thereof and must have a CE – Electrical Contracting classification. Bidder's name, address, license number, date of expiration of license, and that part of the license classification applying to the Bid must be placed on the sealed envelope containing the bid. Prior to submitting their bids, bidders are to be registered with the Purchasing Division through the City of Knoxville's online Vendor Registration system. Instructions for registering on-line are available at www.knoxvilletn.gov/purchasing. **Bid submissions from un-registered bidders may be rejected.**

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

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

provide City with said records within ten working days of the written notice shall constitute a breach of this agreement.

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

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

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

Inquiries pertaining to this ITB shall be made in writing and be in the hands of the Purchasing Division by the close of the business day on February 5, 2019. Questions can be submitted by letter, fax (865-215-2277), or email to the Assistant Purchasing Agent of the City of Knoxville (powens@knoxvilletn.gov) or City County Building; 400 Main Street; Room 667-674; P.O. Box 1631; Knoxville, TN 37901. The City is not responsible for oral interpretations given by any City employee, representative, or others; and no interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally. The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted to the City's website at www.knoxvilletn.gov/bids. Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

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

A Performance Bond and a Payment Bond, each in the amount of \$100,000.00, with a corporate surety approved by the Owner, will be required for the full term of the Contract.

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

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within fifteen (15) days from the date when notice of award is delivered to the Bidder. The notice of award shall be accompanied by the necessary Agreement and bond

forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

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

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

Award will be made as a whole to one Bidder. By execution and delivery of a bid submission, the bidder agrees that any additional terms and conditions, whether submitted to the City purposely or inadvertently, shall have no force or effect.

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

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

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

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

The Drug Free Workplace Affidavit, the Non-Collusion Affidavit, the Iran Divestment Act Form, and the Subcontractor/Consultant Statement from the Diversity Business Enterprise Program packet, fully executed, must be submitted with the bid.

The Contractor shall maintain such insurance as detailed in the General Conditions section of this ITB as will protect him and/or the City from all claims including Workman's Compensation and will save harmless the City from all claims and damages which may arise out of or result from the Contractor's

operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work.

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

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

CITY OF KNOXVILLE EVALUATED BID REQUIREMENTS

Each bidder is required to provide complete responses to all information requested. Failure to provide information may result in a bidder not being deemed a responsible and/or responsive bidder.

THIS BID WILL NOT BE AWARDED SOLELY ON COST. Bids will be evaluated on the following criteria and points:

Cost per Evaluated Bid Form Unit Pricing	-	70 points
Approach to Work Scope	-	20 points
Current/Past Performance, Services Capability and Similar Experience	-	10 points

REQUIRED INFORMATION:

In addition to the required forms listed in this bid, each bidder shall provide the following:

1. **Approach to Work Scope** – Provide a description of your approach to the scope of work that will best serve the needs of the City. Include the following elements:
 - a. **System Monitoring:** Describe how you will work with the City to determine maintenance needs of the streetlight system, including day-to-day coordination of work orders and efforts to proactively identify outages, trouble spots, and long-term system needs (including any use of nighttime patrols).
 - b. **Response Protocol:** Describe how your firm will respond to the following typical maintenance scenarios, including how work flows are managed and assigned and estimated time to repair. For the purposes of this section, you may assume that the City alerts you to the need for all of the following maintenance situations:
 - i. Non-Emergency light outage call for residential roadway
 - ii. Emergency After-Hours pole strike on interstate
 - iii. Multi-light section of outages along a stretch of commercial roadway
 - iv. Request for pole relocation to accommodate TDOT project
 - v. Other non-maintenance projects and other special requests
 - c. **Crew Assignment:** Describe how you will determine the appropriate crew size necessary for multiple scenarios of work required, including day-to-day work (light repairs, troubleshooting, pole knock downs) as well as larger maintenance projects. Describe availability of workers to respond to a higher-than-normal volume of critical work at short notice.
 - d. **Materials Inventory Management:** Describe your approach to managing the inventory of stock materials owned or paid for by the City for use under this contract. Include a description of any inventory management software used and how you will accurately track and/or bill the City for the usage of materials.
 - e. **Reporting:** Describe your approach to reporting to the City on information including: schedule and daily timesheets showing work completed and materials & personal used, damage reports, and quotes for private or TDOT-commissioned work. Provide examples of these reports addressing the specific requirements detailed in the “Special Conditions” section of this ITB.

2. **Street Light and High Mast Maintenance Services Capability**
 - a. Company Description – Provide a general description of the firm, number of employees, location of nearest office, number of years in business, etc.
 - b. Key Staff Credentials – Provide specific information regarding key staff qualifications, credentials, resumes and certifications (Journeyman Lineman, Journeyman Foreman, Electrician, Apprentice, etc.) and their experience pertaining to Street Lighting and High Mast Pole work.
 - c. List of Available Company Owned Equipment – Provide a specific list of company owned equipment that would be available and could utilize in the performance of the Work described herein.

3. **Current/Past Performance/Similar Experience** – Provide information concerning size, complexity, work scope, date of contract start, and principal contact with phone number & email address of the bidder's three (3) most recent contracts of similar nature.

**CITY OF KNOXVILLE
EVALUATED BID FORM**

TO: Purchasing Division
City of Knoxville
Suite 667-674
City/County Building
400 Main Street
Knoxville, TN 37902

Having carefully examined the specifications entitled “Street Light and High Mast Maintenance and Repair” to open on **February 12, 2019**, at 11:00:00 a.m. and the other Contract Documents and addenda, and having familiarized ourselves with the existing conditions of the job, we hereby propose to furnish the supervision, labor, materials, equipment, delivery, and services to do the work as stated for the following unit prices:

Item No	Description	Unit	Bid Unit Price
Skilled Labor Rates			
1	4-Man Crew – Regular Time	HR	\$
2	4-Man Crew – Overtime	HR	\$
3	3-Man Crew – Regular Time	HR	\$
4	3-Man Crew – Overtime	HR	\$
5	2-Man Crew - Regular Time	HR	\$
6	2-Man Crew - Overtime	HR	\$
7	1-Man Crew - Regular Time	HR	\$
8	1-Man Crew - Overtime	HR	\$
9	Foreman – Regular Time	HR	\$
10	Foreman - Overtime	HR	\$
11	Lineman – Regular Time	HR	\$
12	Lineman - Overtime	HR	\$
13	Electrician – Regular Time	HR	\$
14	Electrician - Overtime	HR	\$
15	Apprentice – Regular Time	HR	\$
16	Apprentice - Overtime	HR	\$
17	Crane Operator – Regular Time	HR	\$
18	Crane Operator - Overtime	HR	\$
19	Boring Rig Operator – Regular Time	HR	\$
20	Boring Rig Operator - Overtime	HR	\$
21	Equipment Operator – Regular Time	HR	\$

22	Equipment Operator - Overtime	HR	\$
23	Locator – Regular Time	HR	\$
24	Locator - Overtime	HR	\$
	Unskilled Labor Rates	HR	\$
25	4-Man Crew – Regular Time	HR	\$
26	4 Man Crew - Overtime	HR	\$
27	3-Man Crew – Regular Time	HR	\$
28	3-Man Crew – Overtime	HR	\$
29	2-Man Crew - Regular Time	HR	\$
30	2-Man Crew - Overtime	HR	\$
31	1-Man Crew - Regular Time	HR	\$
32	1-Man Crew - Overtime	HR	\$
33	Laborer – Regular Time	HR	\$
34	Laborer - Overtime	HR	\$
	Equipment Rates (Excludes all labor rates covered in Items 17 – 24)	HR	\$
35	Aerial Lift (Up to 60')	HR	\$
36	Areal Lift (61 feet and greater)	HR	\$
37	Mid Size 4wd Backhoe, 75-90 HP	HR	\$
38	Single Axle Dump Truck	HR	\$
39	Directional Boring Rig for 2-4 inch Diameter conduit	HR	\$
40	Mini Excavator	HR	\$
41	Trencher	HR	\$
42	Bobcat	HR	\$
43	Mid Size 10 ton class Excavator 75-90 HP	HR	\$
44	20 ton class Excavator 100+ HP	HR	\$
45	10 ton class 100 HP Track Loader or Dozer	HR	\$
46	13-foot reach Telehandler with forks or bucket	HR	\$
47	51-foot reach Telehandler with forks or bucket	HR	\$
48	1 ton Truck	HR	\$
49	Digger Derrick Truck	HR	\$
50	Water Truck (for Washing Roads)	HR	\$

51	VacTron	HR	\$
52	Small Service Truck or Pick-up Truck	HR	\$
53	Flat Bed (for hauling materials)	HR	\$
54	Equipment Trailer	HR	\$
55	High Mast Raise/Lowering Device	HR	\$
56	Traffic Control	HR	\$
57	% of recyclable materials profit shared with City	%	
58	Materials Mark-Up for Direct Purchase (As needed)	%	
59	City-owned Inventory Storage (As needed) – Per 40’ weatherproof container or equivalent	Per Month	\$
60	HID Lamp Disposal (As needed)	Per Lamp	\$
61	HID Ballast Disposal (As needed)	Per lb.	\$
62	Indicate any discounts applied from potential recycling of site debris or other discounts		

Firm Name: _____

Official Address: _____

DUNS #: _____

Business License Expiration Date: _____

(By)

(Name Typed)

(Title)

Date _____

Email _____

Phone _____

BID Submission Checklist – The following must be included with your bid submission:

Evaluated Bid Form
Non-Collusion Affidavit
Drug Free Affidavit
Iran Divestment Act Form

Diversity Business Program Form
Response to Evaluated Bid Requirements
Exhibit A - if not currently KUB qualified

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of

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

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

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

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

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

In Witness Whereof, this instrument is executed in _____
(number)
counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20
_____.

ATTEST:

(Principal)

(Principal) Secretary
(SEAL)

By _____ (S)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

By

Attorney-in-fact

(Address)

(Address)

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called

(Corporation, Partnership or Individual)

Principal, and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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

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

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

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

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

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

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____(s)

(Address)

Witness as to Principal

(Address)

Surety

ATTEST:

BY _____
Attorney-in-fact

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

(Address)

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

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of

_____, do hereby certify as follows:

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

Date:

DRUG-FREE WORKPLACE AFFIDAVIT

State of

County of

_____, being duly sworn, deposes, and says that:

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

(Signed)

(Title)

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

Title

My Commission expires

IRAN DIVESTMENT ACT

Certification of Noninclusion

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

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

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

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

NOTARY PUBLIC:

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

My commission expires: _____

DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2019 goal is to conduct 4.03% of its business with minority-owned businesses, 16.3% of its business with women-owned businesses, and 39.77% with small businesses.

While the City cannot engage (pursuant to state law), in preferential bidding practices, the city does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the city meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/consultant statement.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

_____ do certify that on the
(Project Name)
(\$ _____)
(Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diverse Businesses

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work “without” using Diverse Businesses

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____

CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

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

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

GENERAL CONDITIONS

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1. Definitions - Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.1 Abbreviations -

AASHTO American Association of State Highway and Transportation Officials

ASTM American Society for Testing and Materials

KUB Knoxville Utilities Board

TDOTSS Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, 2015

1.2 Approved (also "directed," "required," "permitted") shall mean as approved, directed, required or permitted by the Engineer, unless specified otherwise.

1.3 Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawing, and Specifications, by additions, deletions, clarifications or corrections.

1.4 Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. Included in the Bid Schedule which shall list all items to bid upon, and the total bid price for the Work.

1.5 Bidder - Any person, firm, or corporation submitting a Bid for the Work.

1.6 Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

1.7 Change Order - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

1.8 Contract Documents - The Contract including Advertisement for bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications, Addenda, General Conditions, Supplemental General Conditions, and Certificate of Owner's Attorney.

1.9 Contract Price - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.10 Contract Time - The number of calendar days stated in the Contract Documents for the

completion of the Work.

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

is intended.

- 1.25 Supplemental General Conditions - Modifications and Additions to General Conditions as deemed necessary by the Owner or Engineer prior to inclusion in the Contract Documents.
 - 1.26 Suppliers - Any person, supplier, or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
 - 1.27 Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.
 - 1.28 Written Notice - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.
2. Additional Instructions and Detail Drawings
 - 2.1 The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents.
 - 2.2 The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.
3. Materials, Services and Facilities
 - 3.1 It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the Work within the specified time.
 - 3.2 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
 - 3.3 The Contractor warrants that he has good title to all materials, supplies, and equipment used by him in the work. Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

3.4 The Contractor shall make his own arrangements for delivery and handling of equipment and materials as he may require for the prosecution of the Work.

4. Inspection and Testing

4.1 All materials and equipment used in the performance of service shall be subject to adequate inspection and testing in accordance with accepted standards.

4.2 The Contractor shall provide at his expense the necessary testing and inspection services required by the Contract Documents, unless otherwise provided.

4.3 Neither observations by the City nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

4.4 The City and its representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

5. Patents

5.1 The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

6. Permits and Regulations

6.1 Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 13, Changes in the Work.

6.2 Removal and disposal of all maintenance, service, installation, and removal debris shall become the responsibility and property of the Contractor. Contractor shall be responsible for proper disposal of poles (wood, concrete, and metal), bulbs, ballasts, and any other debris.

HID bulbs and ballasts, as well as other hazardous waste materials, must be disposed of professionally, with manifest to verify that disposal method and destination are traceable. Wood poles, at the discretion of the contractor, may be donated for reuse. Chemically treated wood poles may contain arsenic, chromium, copper, copper chromium arsenate, creosote, cresols (constituents of creosote), polycyclic aromatic hydrocarbons (PAHs), and/ or pentachlorophenol (to include dioxins/furans) depending on the wood treatment method used. Although Federal regulations do not classify chemically treated wood or wood products as hazardous waste (HW), OSHA has set permissible exposure levels (PELs) for some of the chemicals used to treat the poles. Contractor shall demonstrate ability to comply with all OSHA regulations, including those specifically related to chemically-treated wood materials.

6.3 Construction and demolition debris must be disposed of in a state permitted and approved construction and demolition landfill (TDEC Class I, III, or IV).

6.4 Debris shall be removed and transported in such a manner that prevents spillage on streets or adjacent areas. Federal, State and local regulations regarding hauling and disposal of waste shall apply.

7. Protection of Work, Property and Persons

7.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Construction.

7.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and not attributable directly or indirectly in whole or in part to the fault or negligence of the Contractor. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards and shall comply with all mandatory PPE requirements for such safety and protection. Applicable Laws and Regulations governing the work include but are not limited to OHSA, TOSHA, NEC, ANSI, and NFPA. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect

them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

7.3 Personal Protective Equipment (PPE)

7.3.1 Minimum Required PPE (PPE): Minimum required PPE consists of the appropriate class reflective vest standard for the type of work under contract, American National Standards Institute (ANSI) approved safety glasses with side shields, American National Standards Institute (ANSI) approved hard hat and safety-toed boots which are over the ankle and a minimum of six inches high.. In cases of conflict PPE required by regulatory agencies shall prevail otherwise Minimum required PPE shall be worn at all times.

7.3.2 Required use of PPE: The minimum PPE requirement extends to all work site personnel including but not limited to Contractor's workforce, supervision, suppliers, vendors, inspectors, truck drivers, equipment operators, rental company employees, guests, and subcontractors and any other personnel associated with the work who are present at the work site, and who are outside of an enclosed equipment cab, enclosed vehicle cab, office trailer, toilet facility, or other designated area which is not considered part of the work itself. Contractor shall direct all non-essential personnel and the general public to remain outside of the areas of the work site where work is in progress at all times.

7.3.3 Contractor shall not allow work to continue if PPE is not available and not used by all persons associated with the work.

7.3.4 Contractor shall ensure that all PPE whether supplied by Contractor or supplied by others, being used on the work site meets all industry standard requirements and is in good working order at all times. PPE used by persons on the work site shall have no functional defects. PPE requiring calibration, testing, or certification shall have copies of the latest such calibration, testing, or certification available on site and such calibration, testing, or certification shall not be expired. Owner shall not be responsible for supplying PPE to Contractor.

7.3.5 All PPE shall be used as designed. No part or parts of the PPE shall be altered or defeated in use. PPE shall be properly sized, fitted, and adjusted for each person.

7.4 In emergencies affecting the safety of persons or the Work or property at the side or adjacent thereto, the Contractor, without special instruction or authorization from the City, shall act to prevent threatened damage, injury or loss. He will give the City prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

7.5 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical

attention or causing loss of time from work, arising out of and in course of employment on work under the Contract.

- 7.6 The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.
- 7.7 The Contractor shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the prosecution of the Work, and that may not be otherwise provided for, and he shall repair and make good any damages to such property by reason of his operations. All existing fences which due to prosecution of the Work that were removed shall be replaced by the Contractor. No extra payment will be made for said work or materials unless specified.
- 7.8 Contractor shall repair or replace at his own expense any property pins, bench marks, existing water pipes, sewers, drainage ditches and all plantings including grass that are damaged during construction. The site shall be left in its present condition after all clean up work has been done. Any damage to drainage or water pipes, local sewers, planting including grass, utilities, roads, parking space or other structures, shall be repaired and replaced immediately in the condition found. Such repairs and replacements shall be at the expense of the Contractor.
- 7.9 Contractor will be required, at his own expense, to do everything necessary to support, protect and sustain all sewer, water or gas pipes; service pipes; electric lights; power, telephone or telegraph poles; conduits; and other fixtures laid across or along the site of the Work. The City, as well as the company or corporation owning said poles, pipes or conduits must be notified by the Contractor before any such fixtures are removed or molested. In case any of the said sewer, gas, or water pipes; service pipes; electric lights; power; telephone or telegraph poles; conduits; or other fixtures be damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.
- 7.10 Should it become necessary to temporarily change the position or remove poles, electric conduits, water pipes, gas pipes, or other pipes or wires, the Contractor shall notify the City and company or the corporation owning the said poles, pipes or conduits of the location and circumstances, and shall cease work if necessary until satisfactory arrangements have been made by the owners of the said poles, pipes, conduits or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of such temporary changes or removal must be included in the unit or lump sum prices bid for the various items under this Contract.
- 7.11 Before, during and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flood or breakage, thereby permitting the Work to be left in a perfect condition at the completion of the Contract. No extra payment will be made for this work but the entire cost of the same shall be included in the

price bid for the construction of the work done under this contract.

8. Supervision by Contractor

8.1 The Contractor will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

9. Changes in the Work

9.1 The Owner may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by written amendment.

10. Changes in Contract Price

10.1 The Contract Price may be changed only by a written amendment.

11. Correction of Work

11.1 The Contractor shall promptly remove from the premises all Work rejected by the City or its designee for failure to comply with the Contract Documents and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

11.2 All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City may remove such Work and store the materials at the expense of the Contractor.

11.3 If, in the opinion of the City, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City shall be equitable.

12. Subsurface Conditions

12.1 The Contractor shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the Owner by Written Notice of:

12.1.1 Subsurface or latent physical conditions at the site, differing materially from those indicated in the Contract Documents; or

12.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from

those ordinarily encountered and generally recognized as inhering in Work of the character provided for in the Contract Documents.

13. Suspension of Work, Termination and Delay

- 13.1 The Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor and the Engineer on which Notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.
- 13.2 If the Contractor is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the City, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the Owner will be determined by the City and incorporated in a written amendment.
- 13.3 Where the Contractor's services have been so terminated by the City, said termination shall not affect any right of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor from compliance with the Contract Documents.
- 13.4 After ten (10) days from delivery of a Written Notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.
- 13.5 The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Contractor. If the City terminates this Agreement, and such termination is not a result of a default by the Contractor, the Contractor shall be entitled to receive as its

sole and exclusive remedy the following amount from the City, and the Owner shall have no further or other obligations to the Contractor: The amount due to the Contractor for work executed through the date of termination, not including any future costs, profits, or other compensation or payments which the Contractor would have been entitled to receive if the Agreement had not been terminated.

14. Payments to Contractor

14.1 Payment by the Owner to the contractor will be made on a weekly basis. Payment of invoices will occur on a Net 30 basis.

14.2 All Work covered by payments made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work upon which payments have been made or the restoration of any damage Work, or as a waiver of the right of the City to require the fulfillment of all terms of the Contract Documents.

14.3 The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the Work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

15. Insurance Requirements for Contractors

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

15.2 *Commercial General and Umbrella Liability Insurance:* occurrence version commercial general liability insurance, and if necessary umbrella liability insurance, with a limit of not less than \$2,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it

shall apply separately to the work/location in this Agreement or be no less than \$3,000,000.

Such insurance shall:

- a. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. Proof of additional insured status up to and including copies of endorsements and/or policy wording will be required.
- b. For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
- c. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.

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

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

15.5 *Other Insurance Requirements.* Contractor shall:

- a. Prior to commencement of services, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City Attorney of Knoxville, P.O. Box 1631, Knoxville, Tennessee 37901. Proof of policy provisions regarding notice of cancellation will be required.

- b. Upon the City's request, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance. Copies of policies will only be requested when contracts are deemed to be extremely or uniquely hazardous, include a dollar amount that is significant to the overall budget of the City or a City Department, or the coverage(s) may not follow standard insurance forms. A policy will only be requested after the City's Risk Manager has reviewed the contract and proof of coverage has been provided. Should the certificate of insurance refer to specific coverage wording or endorsement(s), proof of such policy wording or endorsement(s) will be required.
- c. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- d. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
- e. If Contractor cannot procure insurance through an insurer having an A.M. Best rating of A-VIII, Contractor may, in the alternative, place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A. Modification of this standard may be considered upon appeal to the City Law Director.
- f. Require all subcontractors to maintain during the term of the Agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation/Employer's Liability insurance (unless subcontractor's employees are covered by Contractor's insurance) in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.

Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City of Knoxville prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, and employees for losses arising from work performed by Contractor for the City. Proof of waiver of subrogation up to and including copies of endorsements and/or policy wording will be required.

All general liability policies must be written on an occurrence basis unless the Risk Manager determines that a claims made basis is reasonable in the specific circumstance. Use of policies written on a claims made basis must be approved by the Risk Manager and retroactive dates and/or continuation dates must be provided to the City prior to

commencement of any work performed. Professional Liability and Environmental Liability (Pollution Coverage) are most commonly written on a claims made basis and are generally acceptable in that form.

16. Contract Security

- 16.1 The Contractor shall within fifteen (15) days after the receipt of the Notice of Award furnish the Owner with a Performance Bond and Payment Bond in penal sums equal to the amount of \$100,000, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the Work provided by the Contract Documents. Such Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these Bonds shall be borne by the Contractor. If at any time a surety on any such Bond is declared a bankrupt or loses its right to do business in the state in which the Work is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

17. Assignments

- 17.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.
- 17.2 In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work call for in this contract.

18. Indemnification Clause

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

- 18.2 Contractor shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Contractor shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Contractor will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Contractor may request. Contractor will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.
- 18.3 Contractor shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.
- 18.4 The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.
19. Separate Contracts
- 19.1 The City reserves the right to let other contracts in connection with this Project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such Work that render it unsuitable for such proper execution and results.
- 19.2 The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (Or the City, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.
- 19.3 If the performance of additional Work by other Contractors or the City is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the City or others involves in additional expense or entitles him to an extension of the Contract Time, he may make claim therefore as provided in Sections 8 and 9.

20. Subcontracting

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

21. Guaranty

- 21.1 The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Installation.

22. Taxes

- 22.1 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

23. Traffic Control

- 23.1 The Contractor shall submit to the City of Knoxville Traffic Engineer a traffic control plan for the roadways within the project area. The Contractor shall not begin construction until the traffic control plan has been approved by the Traffic Engineer. Flagmen, barricades, signs and traffic control furnished by the Contractor shall conform to the standards established in the latest edition of the "Manual on Uniform Traffic Control Devices," published by the U.S. Department of Transportation.

24. Work by Utilities

- 24.1 During the life of the contract, the Knoxville Utility Board Bureau of Water, Bureau of Gas and Bureau of Electricity; BellSouth Telephone Company, Scripps-Howard Cable Tele-

vision, Traffic Engineering Department, and Service Department may install or adjust their respective utilities in the project area and work shall be performed by the Contractor in cooperation with the Utilities. The Contractor shall be responsible for the coordination of his work with the respective Utility Owner.

25. Maintenance

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

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

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

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

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

26. Estimate of Quantities

26.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents including the proposal, they are given for use in comparing Bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

27. Air Pollution and Dust Control

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

27.2 All available precautions shall be taken to control dust. When the Engineer judges dust to be

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

28. Care of Work

28.1 The Contractor expressly undertakes at his own expense:

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

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

29. Tennessee One Call

29.1 The Contractor shall notify Tennessee One Call (1-800-351-1111) 3 working days prior to any excavation in public street right-of-way. This is a requirement of Tennessee state law to protect facilities located within the right-of-way. Contractor shall have trained and qualified personnel available to confirm Tennessee One Call marks. Contractor shall also, at own expense, repair or make restitution for damages to facilities on either public or private property to the satisfaction of the owner of any utility, which has been damaged by the Contractor, or its agents, employees or subcontractors.

30. Notice of City Procurement Code Prohibitions

30.1 It shall be unlawful for any employee of the City to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for

ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

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

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

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

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

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

31. Working Hours

31.1 Except as otherwise required by the City for protection of persons or property, all Work shall be performed during Normal Work Hours and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without the City's written consent. No matter where the Work is performed, Contractor shall fully comply with all local, state and federal laws, regulations, and ordinances.

SPECIAL CONDITIONS

Special Conditions

Street Light and High Mast Maintenance and Repair Services

- 1. Description of Work.** At the direction of the City, the Contractor shall perform work to service, maintain, and on occasion install, the City's 120 through 480 VAC single and phase to phase street lighting fixtures including poles, bases, duct lines, lighting controls and network vault controls and wiring. The high mast work is normally worked from the ground but may involve work at elevations between 60 Feet and 150 feet above ground. Other street lighting services generally involve work at elevations less than 60 Feet. The work will involve primarily fault diagnosis and repair of lighting fixtures which may include but not be limited to re-lamping, ballast replacement, fixture replacement, fixture repair, service, repair or replacement of high mast mechanisms, re-wiring, or any other work including base replacement, duct line replacements and installation of the high mast poles, lamps, PE cells, light cluster and luminaires. Occasional 13.8kV and 7.6kV overhead line work and underground duct line work may be required in support of COK's lighting system facilities. Contractor shall supply all labor, supplies, incidentals, consumables, tooling (including raise/lower tooling with power supplies for high mast poles), non-specialty general purpose non-stock materials and equipment to perform services including underground utility locating equipment. The Contractor shall also maintain and repair all street light related work including but not limited to control points, network system control points, damage claims, etc. The Contractor may also be directed to purchase non-stock materials and invoice the City.
- 2. Scheduling Work.** Work schedules must be flexible to work within the confined work hours as determined by the local municipality or TDOT guidelines. The Contractor shall attempt to schedule all work according to Normal Work Hours, defined as the hours between 7:00 AM and 5:00 PM, Monday through Friday unless otherwise approved by the City or as necessary to protect public safety. Contractor shall be expected to respond to emergency outages (such as pole strikes or incidents involving live wire that creates hazards to the public) within two (2) hours of notification.

 - a. Right of Way.** Contractor shall confine all work activities to the road right-of-way, permanent easements, and temporary working easements provided by City. The City will identify the limits of the existing workspace prior to the beginning of field activities. If additional workspace is required the Contractor shall notify the City's assigned City Streetlight Systems Manager immediately.
 - b. Hold & Caution Orders.** If work requires cutting power to a transformer or other apparatus, the Contractor shall arrange with the KUB's Operation Center (558-2600) for Hold Orders and Caution Orders. Contractor also shall notify KUB no less than 48 hours before any planned outage. Contractor shall not "open" or "close" any switch or other device except upon the order of KUB's Operations Center. Contractor shall, if possible, notify the KUB's Operations Center one day in advance of clearances needed and shall

take all precautions and utilize the appropriate safety work methods as required by Federal, State, Local, or other appropriate authorities.

c. **Qualified Personnel:** Anyone working above the communication space on utility poles or within electric distribution enclosures shall be electrically qualified as defined by OSHA 1910.269.

- i. Customer personnel or qualified electrical workers are never allowed to enter a KUB manhole or vault for any reason without KUB safety supervision personnel being present on site.
- ii. Work in KUB's underground network system shall be done using only KUB network trained and qualified personnel. Contractor shall identify specific lineman and apprentices who have this training and shall make those employees available to KUB on an as needed basis. Neither KUB nor the City shall be billed for time for training of Contractor employees. The scope of training shall include but not be limited to the following:
 1. Enclosed Space (Electric Vault) Entry Procedures SAF-PRCS005
 2. Electrical Safety SAF-ES005
 3. OSHA 29 CFR 1910.269 (a) (2)
 4. Lockout Tagout Program SAF-ELT005
 5. Work Zone Safety Program SAF-WKZN
 6. Confined and Enclosed Space (Permit Required)
 7. Personal Protective Equipment
 8. Arc-Flash Training
 9. Switching and Troubleshooting Pad Mount Transformers and Underground Cables
- iii. KUB owns and operates a 13.8 KV, 208/120 volt electrical system with spot network of 3-phase, 480V delta systems in downtown Knoxville. This network system is comprised of vaults, manholes, and duct lines has an uninterruptible, secondary supply voltage system that is fully energized 24/7. Work in this underground network system requires a high degree of knowledge of electrical components and hazards. The downtown lighting system is intertwined with this primary and secondary voltage system therefore a great amount of care must be used when working in this network atmosphere. The Contractor must attend a pre-construction safety briefing by KUB personnel prior to any initial entry into any KUB electric facility in the network area that is contained within the boundaries of the Knoxville Central Business Improvement District.
- iv. Network safety equipment is to be supplied by the Contractor. The Contractor shall be responsible for supplying safety / recovery equipment for use in the network system such as racks, recovery winches, air monitors, harnesses, fireproof protective clothing, etc.

d. **Work Deficiencies.** The City's expectation is that any work or materials that are found to be deficient are to be repaired or replaced immediately. The City shall inspect all work performed and any deficient work shall be replaced by the Contractor at no additional charge to the City. Contractor must also respond to correct deficient work

within four (4) hours of notification. If the Contractor cannot respond to deficient work within four (4) hours, the City will make the repairs and the Contractor will be responsible for the costs of such repairs. All work shall conform to the requirements of the National Electric Code (NEC) and National Electric Safety Code (NESC). Should the Contractor encounter existing facilities in the field that are no longer in compliance, the Contractor shall notify City personnel immediately and work diligently with City to correct the deficiencies.

3. Description of Streetlight Assets: This contract will cover maintenance services to the City's streetlight assets in their entirety. These assets include an estimated 29,800 streetlight fixtures, 8,500 poles, as well as mast arms, overhead and underground conductors, conduits, risers control points, disconnect switches, and other equipment whose sole purpose is to provide for public streetlighting. A complete Technical Description of these assets is provided in Exhibit B. Some streetlight fixtures are located on City-owned poles, which shall also be maintained under this contract, and some are located on poles owned by KUB and/or other third-parties. Maintenance of poles not owned by the City is not part of this contract. The City will provide the selected contractor access to a GIS-based map showing the location of all streetlight fixtures as well as City-owned poles.

4. Materials

a. Initially at the start of the contract, the City may require the vendor to manage and store the inventory of streetlight materials for the City and requests bidders include pricing to indicate cost for this service. However, upon implementation of an internal process for storage, management, and distribution of materials, the City will maintain an inventory of materials to replace lamps, fixtures, poles, and other standard street light equipment as needed for the work. Contractor will have access to the City's warehouse at 1400 Loraine Street to retrieve materials needed for work.

5. Maintenance Inspections. The Contractor shall perform an inspection and complete an inspection checklist for all street lights that they are called out to service. These preventative maintenance inspections are designed to eliminate or reduce the incidence of malfunctions, reduce complaints, and extend the useful life of the equipment.

6. Street Light Equipment. Contractor shall repair, replace or otherwise render in good working order any and all defective parts of the street light system. Whenever it is necessary for the Contractor to replace any defective parts on either a temporary and/or permanent basis, the Contractor shall only use like make and model parts. Furthermore, the Contractor shall use only "new" parts for permanent replacements. Approved equipment for use as part of this are listed in Exhibit B. Alternative equipment not listed must be approved by the City Streetlight Systems Manager before purchase and/or use. No permanent change of control mechanisms shall be done without prior written approval of the City or its designee. Whenever street lights are out of service due to the Contractor's operation, the City shall be notified immediately and no later than 24 hours after the outage.

7. Reporting

a. The Contractor shall prepare and submit to the City for approval a practical schedule and daily timesheet showing the order in which the Contractor responded to the service requests received on the City's streetlighting maintenance and repair Work, the

date on which the Work was completed, the work description of the Work performed, and the itemized list of materials used to perform the work. The schedule shall also include the necessary personnel performing the work as well as the hours worked on each service request.

b. The Contractor shall prepare and submit to the City for approval a Damage Claim Report that details the damages to the City's streetlights and describes the materials/quantity used to complete the damages. This report is to accompany an invoice for the damages and cost incurred to the City for the Work performed.

c. The Contractor shall prepare and submit to the City for approval a Customer Request Report that details any and all Work to be performed to the City's streetlights at the request of a private developer and/or City resident and describes the materials/quantity used to complete the damages. This report is to accompany a quote for such work in order that an MOU be prepared in advance of the work being performed.

d. The Contractor shall prepare and submit to the City weekly invoices for all Work performed in response to service requests received on the City's streetlighting maintenance and repair Work.

8. Warranty Service. The City will provide the Contractor with a list of materials under warranty. As the resulting agreement will coincide with ongoing retrofitting of the City's street lights, the majority of the new LED street lights will be under a 2-year labor warranty with the City's retrofit Contractor, Siemens. During this 2-year period (commencing at completion of the retrofit), the Contractor shall report to the City any outages or issues which should instead be addressed under the labor warranty by Siemens. For all other warranty service (including failure of equipment not due to installation or labor issues), the Contractor shall be responsible for contacting the manufacturers to schedule equipment replacement.

9. Street Light Upgrades, Modifications, and Installations. At the City's discretion and direction, the Contractor shall install, modify, and/or upgrade street lights and all associated hardware as required by the City. City shall retain discretionary right to perform additional work through the use of City forces or other procured Contractors.

a. The Contractor shall restore all surfaces, structures, underground construction, shrubs, lands, and fences within the easements and construction right-of-way limits to a condition equal to or better than the original as soon as possible, and shall re-seed grass areas and re-sod all irrigated lawns that have been destroyed or damaged by negligent construction operations as soon as possible after the backfill and finish grade has been completed. The Contractor is not responsible for replacement of trees removed by its construction activities as long as such removal is within the rights-of-ways and/or permanent easements acquired by the City. However, any such removal of trees within the rights-of-ways and/or permanent City easements must be coordinated in advance with the City's Urban Forester.

b. Damage to landscaping, lawns, trees, or other private or public property outside of work areas as identified on the easements, which are caused solely by the negligence of the Contractor, will be repaired by the Contractor at its sole expense and is not a part of the Contract Price.

c. The Contractor must coordinate the relocation and/or connection to existing cable to minimize outages. Such work could require the Contractor to work at hours other than the Normal Working Hours.

d. The materials that the City may supply to the Contractor may include but not be limited to: Aluminum, steel, ductile iron, concrete, and wood Poles; lamps, photoelectric cells, fuse holders, luminaires, anchor bolts, ground rods, control cabinets, control cabinet devices, ballasts, starters, pull boxes, drivers, LED luminaires/ LED Modules, LED surge suppressors, sockets, globes, pull boxes, UG wire, non-consumable construction materials and electrical infrastructure equipment needed to perform work.

e. The City will not supply the Contractor with high mast plugs/receptacles/inlets/ lowering devices/hm poles/ luminaires/power doors and associated power supplies.

f. Contractor shall supply at Contractor's expense all incidental materials required to perform including, but not limited to, uniforms, shop rags, hand cleaners, personal protective gear, non-specialized tools and tooling, vehicle consumable or maintenance items, or any other material that is consumed on the project but does not remain on site as a part of the project after the work is complete. Unless otherwise directed by the City, Contractor is responsible for transportation of City supplied materials and equipment from City facilities to jobsite. Repairs may include extensive replacement of duct lines in major streets and exotic landscape areas.

g. The Contractor shall identify and verify the appropriateness of components in the field prior to making a request for City supplied materials. Unless related to a damage claim or storm damage, all requests for City supplied materials shall be made a minimum of 48 hours in advance.

h. The Contractor shall be expected to respond to requests for emergency services relating damage to City facilities related to storms and/or equipment damage within two (2) hours of notification.

i. Demolition, waste, scrap metals and other recyclable materials generated as a result of the Work will become the property of the Contractor. If the Contractor agrees to share with the City in the receipt of payment received for recyclable materials, please indicate so on the bid form.

10. Clearing Right-of-Way. No trees are to be damaged or cut without permission from the City. The City maintains a third-party agreement to perform tree maintenance and Contractor shall coordinate with the City for required tree maintenance.

11. Erosion Prevention and Sediment Control. The Contractor is responsible for ensuring that construction means and methods are performed in a manner that utilizes best management practices in conformance with all applicable environmental laws, regulations, and any and all approved permits, such as the NPDES Storm Water Construction permit and the City of Knoxville Site Development Permit. Contractor is responsible for installation, inspections, and maintenance of any and all required erosion prevention and sediment control.

12. Underground Utility Damage Prevention Act, Protection of Utilities

a. The Contractor represents and warrants that it is familiar with and will comply with the "Underground Utility Damage Prevention Act" (T.C.A. Section 65-31-101, et. seq., as amended) ("hereafter the UUDPA"). In addition to any other remedy available to the City at law or pursuant to this Contract, the failure by the Contractor to follow the

requirements of the UUDPA and subsequent amendments in all respects shall be cause for immediate termination for cause of the Contract by the City

b. In addition to the requirements of the UUDPA, the Contractor acknowledges that the Work required by this Contract is, in general, in close proximity to underground utility and other facilities, and the Contractor shall at all times protect and preserve all existing properties, works and structures of the existing power and light distribution system, telephone, telegraph and other signal systems, gas, water, sewer and other overhead and underground lines of every kind and character. The Contractor is solely responsible for exercising due diligence to identify and protect underground utilities and other facilities during the course of the Work.

- i. Damages due to Dig-In or other actions by Contractor. Contractor shall be solely responsible for all damages to properties incurred during the performance of Work or any Work related event including, but not limited to, damages that appear at a later date as a result of the Work. The Contractor shall at his own expense make restitution for the damages to the satisfaction of the City of any utility, which has been damaged by the Contractor, or its agents, employees or sub-Contractors. If in the course of performing the Work, Contractor negligence in preventing damage to underground facilities is evident, the Contractor shall pay additional monetary damages per event, including but not limited to, any and all costs associated with repairing the damaged underground facilities, workplace safety fines as assessed by TOSHA, and other fines as are imposed under state law. In addition, if the property damaged is that of the City's and the City finds the Contractor, its agents, employees or sub-Contractors at fault, the Contractor will pay the City the cost of repairing its damaged facilities, including but not limited to the cost of repair, lost product, crew mobilization costs, and inspection costs. The City, without limiting its other rights pursuant to this Contract or law, reserves the right to withhold contract payment otherwise due to Contractor under this Contract, any amount necessary to satisfy Contractor's obligations to the City under this part.
- ii. Lost Product due to Dig-In or other actions by Contractor. As a result of a Dig-In by Contractor, Contractor shall be responsible for all lost product and costs associated with disruption of utility services to the properties incurred during the performance of Work or any Work related event including but not limited to loss of Natural Gas and loss of Potable Water. Contractor shall, at Contractor's own expense, make restitution for the lost product to the satisfaction of the respective utility owners, which has been damaged by the Contractor, or its agents, employees or subcontractors.

c. It shall be the Contractor's sole responsibility to insure it is in full compliance with the UUDPA before excavation begins.

d. The City is no responsible for monetary or other damages or for delays in the Contractor's work resulting from "dig-ins" or damage to adjacent utilities or underground structures which occur because of no marks or miss marks of such adjacent utilities. The Contractor is solely responsible for filing a claim for any such damages with the entity

responsible for the marking of such adjacent utilities. If such claim is denied and the locating entity has provided sufficient evidence that the utilities were marked to the best of their ability using the information provided and/or available to them, then the Contractor has no recourse for further claims of delay or damages. Furthermore, the Contractor is solely responsible for exercising the diligence in the identification of and protection of said adjacent utilities during the course of the Work.

e. Any Contractor found in violation of this Section who fails to satisfy fines or damages levied pursuant to the Underground Utility Damage Prevention Act or fail to pay restitution of damages and/or assessments could be ineligible to bid on or be awarded future contracts with the City.

f. In addition to any other remedy provided by the Contractor at law or pursuant to this Contract, the Contractor will indemnify, protect, and hold harmless the City for any and all claims that may be made against the City as a result of damages to utilities and other facilities by the Contractor, its agents, employees or subcontractors, specifically including but not limited to claims for costs to repair damaged utility and other facilities, and any fines or assessments by local, state, or federal authorities as a result of damage to utilities and other facilities.

13. Bid Item Payment. Payment for unit price items covers all the labor, materials, overhead, equipment, and services necessary to furnish and install the following items. Payment for the bid items will be as follows:

a. Skilled Labor Rates

i. 4-Man Crew - Regular Time – A 4-Man Crew shall be composed of one (1) working Foreman, two (2) qualified Journeyman Lineman and one (1) Apprentice (Overqualified labor may be substituted at no additional cost to the City). Crew shall provide the following minimum equipment: Pickup with wire reel, 50' or equivalent aerial lift, high mast raise/lowering device, and digger derrick. Jobs requiring any other equipment will be considered from the additional equipment list on an as needed basis. Regular Time is the standard base hourly labor rate paid to the crew for work during the crew's normal business hours, Monday through Friday, up to 40 working hours per week. Start time is defined as the time when the crew or labor begins work on the job site. End time is defined as the time when the crew or labor finishes work or leaves the job site. The job site may be the City's facilities where crew labor receives materials and supplies to load out trucks for the start of the work day, or off load equipment at the City's facilities at the end of the work day.

ii. 4-Man Crew - Overtime – A 4-Man Crew shall be composed of one (1) working Foreman, two (2) qualified Journeyman Lineman and one (1) Apprentice (Overqualified labor may be substituted at no additional cost to KUB). Crew shall provide the following minimum equipment: Pickup with wire reel, 50' or equivalent aerial lift, high mast raise/lowering device, and digger derrick. Jobs requiring any other equipment will be considered from the additional equipment list on an as needed basis. Overtime is the overtime rate for crew under the following conditions:

1. Hours worked over 40 per week.

2. Call out, unscheduled after hours, including Saturday, Sunday or Holidays, including emergency work. Unscheduled call out examples would be for minor or major storm, accident, and emergency events with work occurring outside of the crew's regular work hours. It is anticipated that this would be a very rare, if ever, occurrence for the street lighting and high mast work.
 3. Regular work Scheduled (24 or more hours' notice) on Saturday, Sunday or Holidays.
 - iii. **3-Man Crew – Regular Time** - A 3-Man Crew shall be composed of one (1) qualified Journeyman Lineman, one (1) qualified Journeyman Electrician and one (1) Apprentice (Overqualified labor may be substituted at no additional cost to the City). Crew shall provide the following minimum equipment: Pickup with wire reel, 50' or equivalent aerial lift, high mast raise/lowering device, and digger derrick. Jobs requiring any other equipment will be considered from the additional equipment list on an as needed basis. Regular Time is the standard base hourly labor rate paid to the crew for work during the crew's normal business hours, Monday through Friday, up to 40 working hours per week. Start time is defined as the time when the crew or labor begins work on the job site. End time is defined as the time when the crew or labor finishes work or leaves the job site. The job site may be the City's facilities where crew labor receives materials and supplies to load out trucks for the start of the work day, or off load equipment at the City's facilities at the end of the work day.
 - iv. **3-Man Crew - Overtime** – A 3-Man Crew shall be composed of one (1) qualified Journeyman Lineman, one (1) qualified Journeyman Electrician and one (1) Apprentice (Overqualified labor may be substituted at no additional cost to the City). Crew shall provide the following minimum equipment: Pickup with wire reel, 50' or equivalent aerial lift, high mast raise/lowering device, and digger derrick. Jobs requiring any other equipment will be considered from the additional equipment list on an as needed basis. Overtime is the overtime rate for crew under the following conditions:
 1. Hours worked over 40 per week.
 2. Call out, unscheduled after hours, including Saturday, Sunday or Holidays, including emergency work. Unscheduled call out examples would be for minor or major storm, accident, and emergency events with work occurring outside of the crew's regular work hours. It is anticipated that this would be a very rare, if ever, occurrence for the street lighting and high mast work.
 3. Regular work Scheduled (24 or more hours' notice) on Saturday, Sunday or Holidays.
 - v. **2-Man Crew – Regular Time** - A 2-Man Crew shall be composed of one (1) qualified Journeyman Lineman and one (1) Journeyman Electrician (Overqualified labor may be substituted at no additional cost to the City).

Crew shall provide the following minimum equipment: 50' or equivalent aerial lift and some jobs may require a pickup truck. Jobs requiring any other equipment will be considered from the additional equipment list on an as needed basis. Regular Time is the standard base hourly labor rate paid to the crew for work during the crew's normal business hours, Monday through Friday, up to 40 working hours per week. Start time is defined as the time when the crew or labor begins work on the job site. End time is defined as the time when the crew or labor finishes work or leaves the job site. The job site may be City's facilities where crew labor receives materials and supplies to load out trucks for the start of the work day, or off load equipment at the City's facilities at the end of the work day.

vi. 2-Man Crew – Overtime – A 2-Man Crew shall be composed of one (1) qualified Journeyman Lineman and (1) Journeyman Electrician (Overqualified labor may be substituted at no additional cost to the City). Crew shall provide the following minimum equipment: 50' or equivalent aerial lift and some jobs may require a pickup truck. Jobs requiring any other equipment will be considered from the additional equipment list on an as needed basis. Overtime is the rate for crew under the following conditions:

1. Hours worked over 40 per week.
2. Call out, unscheduled after hours, including Saturday, Sunday or Holidays, including emergency work. Unscheduled call out examples would be for minor or major storm, accident, and emergency events with work occurring outside of the crew's regular work hours. It is anticipated that this would be a very rare, if ever, occurrence for the street lighting and high mast work.
3. Regular work Scheduled (24 or more hours' notice) on Saturday, Sunday or Holidays.

vii. 1-Man Street Light Crew – Regular Time - A 1-Man Street Light Crew shall be composed of 1 employee, qualified to perform low voltage (600V or less) maintenance on street lighting equipment (fixtures, bulbs, photocells, ballasts, wiring, etc.) and secondary or service conductor. This work may also involve overhead and underground work related to troubleshooting and making repairs to street lighting equipment and will be expected to work independently to complete the assigned work. (Overqualified labor may be substituted at no additional cost to the City). Crew shall provide the following minimum equipment: 50' or equivalent aerial lift. Regular Time is the standard base hourly labor rate paid to the crew for work during the crew's normal business hours, Monday through Friday, up to 40 working hours per week. Start time is defined as the time when the crew or labor begins work on the job site. End time is defined as the time when the crew or labor finishes work or leaves the job site. The job site may be City's facilities where crew labor receives materials and

supplies to load out trucks for the start of the work day, or off load equipment at City's facilities at the end of the work day.

- viii. **1 Man Street Light Crew - Overtime** – A 1-Man Street Light Crew shall be composed of 1 employee, qualified to perform low voltage (600V or less) maintenance on street lighting equipment (fixtures, bulbs, photocells, ballasts, wiring, etc.) and secondary or service conductor. This work may also involve overhead and underground work related to troubleshooting and making repairs to street lighting equipment and will be expected to work independently to complete the assigned work. (Overqualified labor may be substituted at no additional cost to the City). Crew shall provide the following minimum equipment: 50' or equivalent aerial lift. Overtime is the overtime rate for crew under the following conditions:
1. Hours worked over 40 per week.
 2. Call out, unscheduled after hours, including Saturday, Sunday or Holidays, including emergency work. Unscheduled call out examples would be for minor or major storm, accident, and emergency events with work occurring outside of the crew's regular work hours. It is anticipated that this would be a very rare, if ever, occurrence for the street lighting and high mast work.
 3. Regular work Scheduled (24 or more hours' notice) on Saturday, Sunday or Holidays.
- ix. **9, 11, 13, 15, 17, 19, 21 & 23 Additional Skilled (Foreman, Lineman, Electrician, Apprentice, Crane Operator, Boring Rig Operator, Equipment Operator & Locator) Labor Rates – Regular Time.** These rates are for additional skilled labor only, without equipment. These additional skilled labor rates will be used only when additional skilled labor, for example, a 3rd, 4th or 5th man is needed on the jobsite that is not part of the labor supplied with the regular crew, or, at the sole discretion of the City. The starting and stopping times for the hourly charges for additional skilled labor will be the same as they are for the crews. Additional skilled labor used on City jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as additional skilled labor shall be fully qualified and capable of performing the job as required.
- x. **10, 12, 14, 16, 18, 20, 22 & 24 Additional Skilled (Foreman, Lineman, Electrician, Apprentice, Crane Operator, Boring Rig Operator, Equipment Operator & Locator) Labor Rates – Overtime.** These rates are for additional skilled labor only, without equipment. These additional skilled labor rates will be used only when additional skilled labor, for example, a 3rd, 4th or 5th man is needed on the jobsite that is not part of the labor supplied with the regular crew, or, at the sole discretion of the City. The starting and stopping times for the hourly charges for additional skilled labor will be the same as they are for the crews. Additional skilled labor used on City jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as additional

skilled labor shall be fully qualified and capable of performing the job as required. Overtime is the overtime rate for crew under the following conditions:

1. Hours worked over 40 per week.
2. Call out, unscheduled after hours, including Saturday, Sunday or Holidays, including emergency work. Unscheduled call out examples would be for minor or major storm, accident, and emergency events with work occurring outside of the crew's regular work hours. It is anticipated that this would be a very rare, if ever, occurrence for the street lighting and high mast work.
3. Regular work Scheduled (24 or more hours' notice) on Saturday, Sunday or Holidays.

xi. 25, 27, 29, 31 & 33 Additional Unskilled Labor Rates – Regular Time.

These rates are for additional unskilled labor only, without equipment. These unskilled labor rates will be used only when additional unskilled labor, for example, a 3rd, 4th or 5th man is needed on the jobsite that is not part of the labor supplied with the regular crew, or, at the sole discretion of the City. The starting and stopping times for the hourly charges for additional unskilled labor will be the same as they are for the crews. Additional unskilled labor used on City jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as additional unskilled labor shall be fully qualified and capable of performing the job as required.

xii. 26, 28, 30, 32 & 34 Additional Unskilled Labor Rates – Overtime.

These rates are for additional unskilled labor only, without equipment. These additional unskilled labor rates will be used only when additional unskilled labor, for example, a 3rd, 4th or 5th man is needed on the jobsite that is not part of the labor supplied with the regular crew, or, at the sole discretion of City. The starting and stopping times for the hourly charges for additional unskilled labor will be the same as they are for the crews. Additional unskilled labor used on City jobsites shall meet the same safety, appearance and performance standards as Crew Labor. All persons serving as additional unskilled labor shall be fully qualified and capable of performing the job as required. Overtime is the overtime rate for crew under the following conditions:

1. Hours worked over 40 per week.
2. Call out, unscheduled after hours, including Saturday, Sunday or Holidays, including emergency work. Unscheduled call out examples would be for minor or major storm, accident, and emergency events with work occurring outside of the crew's regular work hours. It is anticipated that this would be a very rare, if ever, occurrence for the street lighting and high mast work.
3. Regular work Scheduled (24 or more hours' notice) on Saturday, Sunday or Holidays.

- xiii. 35 - 54 Equipment Rates.** These rates bid are for Required Equipment used without personnel. The hourly charges will be incurred only for the time the equipment is on an active jobsite. Equipment used on City jobsites is to meet the safety, functionality, and appearance standards per specifications. Equipment is not subject to overtime rates. Equipment includes all expendable supplies necessary to operate equipment, including fuel. All persons operating equipment must meet all applicable codes, laws, regulations, and be trained and knowledgeable in the operation of the equipment, and operate it in the manner it for which it is intended.
- xiv. Labor Rate Adjustment – Incomplete Crew.** In cases where Contractor cannot supply a full crew for the entire work shift, or if a full crew is not needed to perform the work, Contractor shall make an adjustment to the invoice to the City when one or more of Contractor’s crew member(s) is absent and is not replaced by the Contractor. For each full hour that a crewmember is absent on a work shift Contractor shall credit the City the absent crew member’s billable hourly labor rate. The credit shall appear as a line item on the monthly invoice with the specific work order noted.
- xv. Travel or Per Diem.** There is no provision for travel, per diem, meals, or lodging in this RFP. Contractor shall be paid for hourly work, services and equipment only.

b. Materials Mark Up Rate. The percentage rates are for Contractor’s mark up of materials expressed as a percentage of actual itemized billed costs. As part of assigned street light and / or high mast utility work, Contractor may, on occasion, be required to purchase materials for service or construction, on the City’s behalf, and under the sole direction of the City to perform work. This provision is to establish the mark up percentage on those materials.

14. Additional Standards. See the attached Exhibit C – Additional KUB Standards for additional requirements. The City is currently developing specific standards for streetlighting but will require the Contractor to adhere to the standards established by KUB until completion of the City’s standards.