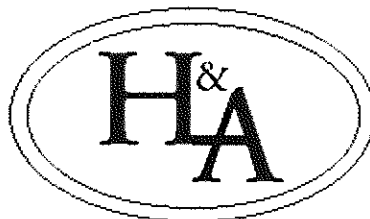


# CITY OF HARROGATE

## TELEVISION INSPECTION AND CLEANING OF GRAVITY SEWER LINES AND MANHOLES



Hatfield & Allen, Associates  
Engineering & Planning  
775 Randles Rd.  
Strawberry Plains, TN 37871  
(865) 388-5031

Division	Section Title
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DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS

- 001 ADVERTISEMENT FOR BID
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- 003 SPECIAL BIDDING AND CONSTRUCTION CONDITIONS
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- 016 STATE OF TENNESSEE BYRD ANTI-LOBBYING AMMENDMENT CERTIFICATION
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WOMEN/MINORITY SUBCONTRACTORS
- 021 CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
- 022 DRUG-FREE WORKPLACE AFFIDAVIT
- 023 STATEMENT OF COMPLIANCE CERTIFICATE FOR ILLEGAL IMMIGRANTS
- 024 STATE AND LOCAL FISCAL RECOVERY FUNDS (SLRF) SUPPLEMENTAL CONDITIONS
- 025 STATE WATER INFRASTRUCTURE GRANTS IDENTIFICATION SIGN

DIVISION 1 – SITEWORK

- 001 WEATHER DELAYS
- 002 TECHNICAL SPECIFICATIONS FOR THE TELEVISION INSPECTION OF GRAVITY SEWER  
MAIN LINES AND MANHOLES

Division	Section Title
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**DIVISION 0 – BIDDING & CONTRACT REQUIREMENTS**

- 001 ADVERTISEMENT FOR BID
- 002 INFORMATION FOR BIDDERS
- 003 BID BOND FORM
- 004 PAYMENT BOND FORM
- 005 PERFORMANCE BOND FORM
- 006 BID FOR UNIT PRICE CONTRACTS
- 007 ACKNOWLEDGEMENT REGARDING BIDDER SAM REGISTRATION
- 008 CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
- 009 CERTIFICATION OF BIDDER REGARDING USE OF WOMEN/MINORITY  
SUBCONTRACTORS
- 010 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS
- 011 CERTIFICATION OF SUBCONTRACTOR REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND EXCLUSION
- 012 CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL  
EMPLOYMENT OPPORTUNITY
- 013 AFFIDAVIT REGARDING NON-BOYCOTT OF ISRAEL
- 014 STATEMENT OF COMPLIANCE CERTIFICATE FOR ILLEGAL IMMIGRANTS
- 015 IRAN DIVESTMENTS ACT
- 016 CERTIFICATE OF OWNERS ATTORNEY
- 017 STATE OF TENNESSEE BYRD ANTI-LOBBYING AMMENDMENT CERTIFICATION
- 018 STATE WATER INFRASTRUCTURE GRANTS IDENTIFICATION SIGN
- 019 AGREEMENT
- 020 DRUG-FREE WORKPLACE AFFIDAVIT
- 021 STATE AND LOCAL FISCAL RECOVERY FUNDS (SLRF) SUPPLEMENTAL CONDITIONS
- 022 GENERAL CONDITIONS
- 023 SPECIAL CONSTRUCTION CONDITIONS
- 024 PARTIAL PAYMENT FORM
- 025 CHANGE ORDER FORM
- 026 NOTICE TO PROCEED
- 027 CERTIFICATE OF SUBSTANTIAL COMPLETION
- 028 RELEASE BY CLAIMANTS FORM
- 029 WEATHER DELAYS
- 030 INSURANCE CHECKLIST

**DIVISION 1 – SITEWORK**

- 001 CONSTRUCTION SPECIFICATIONS AND DETAILS

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**Bid Number:** WW-PDC-1  
**Bid Title:** City of Harrogate Television Inspection and Cleaning of Gravity Sewer Lines and Manholes  
**Category:** Public Works  
**Status:** Closed

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## DESCRIPTION

### Advertisement for Bids

City of Harrogate Television Inspection and Cleaning of Gravity Sewer Lines and Manholes

City of Harrogate will be soliciting bids for Television Inspection and Cleaning of 38,374 feet of Gravity Sewer Lines and 181 Manholes in the city limits of Harrogate, TN. The City of Harrogate Television Inspection and Cleaning of Gravity Sewer Lines and Manholes is for the City of Harrogate community.

This project is being supported with American Rescue Plan Act, Coronavirus State and Local Recovery Fund grant funding. Therefore, certain restrictions and other federal requirements attach to this opportunity.

Separate sealed bids for Television Inspection and Cleaning of 38,374 feet of Gravity Sewer Lines and 181 Manholes will be received by City of Harrogate at City Hall located at 138 Harrogate Crossing, Harrogate, TN 37752 until July 11, 2024 @ 2:00PM Local Time, and then at said office publicly opened and read aloud. Any person with disability requiring special accommodations must contact the City of Harrogate no later than 7 days prior to the bid opening.

A Pre-bid Meeting will not be held.

All bid documents may be examined at the following: City of Harrogate, Knoxville Builders Exchange and Knoxville Blue Print & Supply. DIGITAL Plans and Specifications are not available.

The City of Harrogate hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement will be afforded full opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City of Harrogate is an Equal Opportunity Employer. Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60. We encourage all small and minority owned firms and women’s business enterprises to participate. No bidder may withdraw his bid within (60) days after the actual date of the opening thereof.

PLEASE NOTE: Official plan holders list will only be the list maintained by Knoxville Blueprint & Supply. It is the sole responsibility of all plan holders, whether they have received digital downloads or paper copies of the plans and specifications, to periodically check for Addenda which may have been posted at the Knoxville Blueprint & Supply.

A detailed listing of all subcontractors shall be provided by the Bidder. In accordance with the Contract Documents, documentation that the prospective General Contractor and its subcontractors meet minimum qualifications shall be provided and submitted. Subcontractors must also not appear on Sam.gov disbarment list. Mark-ups on subcontractor work or Cost Plus Overhead will be disallowed for reimbursement.

A bid bond or certified check for five percent (5%) of the total bid amount must accompany each bid. The successful bidder will be required to furnish a performance bond in the amount of his bid and shall, before entering on the work of said contract, be licensed as a contractor of the City of Harrogate.

The owner reserves the right to waive any informalities or to reject any or all bids.

**Contact Person**

Matt Hatfield, 865-388-5031, matthatfield2@gmail.com  
Plans and Specifications Available

To obtain Plans and Specifications, please contact Knoxville Blueprint & Supply at (865) 525-0463. Plans and Specifications are a non-refundable \$150/set and digital copies are not available.

Matt Hatfield, 865-388-5031, [matthatfield2@gmail.com](mailto:matthatfield2@gmail.com)

**Plans and Specifications Available**

To obtain Plans and Specifications, please contact Knoxville Blueprint & Supply at (865) 525-0463. Plans and Specifications are a non-refundable \$150/set and digital copies are not available.

## INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by the City of Harrogate (hereinafter referred to as the "Owner") for performing the work as set forth in the plans and specifications enumerated herein, on or before 2:00 P.M. local time on July 11, 2024, at the office of the City of Harrogate located at 138 Harrogate Crossing, Harrogate, TN 37752, at which time said bids will be publicly opened and read aloud. No late bids will be accepted.
2. All bids must be made on the blank proposal form attached hereto and shall give the price for each item of the proposed work in figures and shall give the grand total both in words and in figures.
3. Each bid must be accompanied by a certified check or bidders' bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the check or bond of all except the three lowest responsible bidders. When the contract is awarded the check or bond of the remaining unsuccessful bidders will be returned. The check or bond of the successful bidder will be retained until the contract and surety bond have been executed and approved, after which it will be returned.
4. A performance and payment bond each in the amount of 100 percent of the contract price, with a corporate surety approved by the Owner and the Engineer will be required for the faithful performance of the contract, and the bidder shall state in the proposal the name and address of the surety or sureties who sign his bond in case the contract is awarded to him. All bonding companies must be listed in the Federal Register Department of the Treasury Fiscal Services, companies holding Certificates of Authority as acceptable sureties on Federal Bonds, and as acceptable reinsuring companies notice.
5. The party to whom the contract is awarded will be required forthwith to execute the contract within 7 days from the date when the written notice of the award of contract is mailed to the bidder at the address given by him and to provide within an additional 7-day performance and payment bonds on forms which are acceptable to the Owner and the Engineer. Should the bidder abandon the contract, the certified check or bidder's bond accompanying the proposal shall become the property of the Owner. A pre-construction conference will be held following execution of the contract. The contractor will be required to furnish a list of subcontractors to the Owner prior to the pre-construction conference.
6. The Owner reserves the right to reject any or all bids. The owner reserves the right to terminate the contract upon written notice of not less than thirty (30) days.
7. Before the award of the contract, any bidder may be required to furnish evidence satisfactory to the Owner and to the Engineer of the necessary facilities, ability, and pecuniary resources to fulfill the conditions of the said contract.
8. All Bidders must be licensed contractors as required by the "**CONTRACTOR'S LICENSING ACT OF 1976,**" as passed by the 89<sup>th</sup> General Assembly of the State of Tennessee. The Bidder's name, license number, expiration date, and that part of the classification, which applies to the Bidder, must be placed on the sealed envelope containing the executed Proposal Form.
9. Bidders must satisfy themselves, by personal examination of the location of the proposed work; examination of the site and specifications and by such other means as they prefer as to actual conditions and requirements of the work to be done, and shall not at any time after the submission of a bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of the work to be done.
10. The construction contract and the detailed specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent, or employee of the Owner on any such matter shall in any way affect the risk of obligation assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.

11. Proposals which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasure, alterations, or irregularities of any kind, or which do not comply with the Notice and Instruction to Bidders, may be rejected at the option of the Owner.
12. A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the opening of the bids provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for opening of the bids. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.
13. Bidder must agree to commence work on or before a date to be specified and complete the project in its entirety by the dates specified in the contract.
14. Method of Award – Lowest Qualified Bidder.
15. "Or Equal" Clause -  
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other MANUFACTURERS and vendors which will PERFORM adequately the duties imposed by the general design will be considered equally acceptable PROVIDED the material, article, or equipment so proposed is, in the opinion of the Engineer and must receive the Engineer's written approval.
16. Prior to the pre-construction conference, the Contractor shall meet with his subcontractors and utilities affected by the project. Collectively they shall produce a draft copy of a detailed critical path construction schedule. The Contractor shall submit this schedule to the Owner and Engineer for approval prior to issue of a notice to proceed.
17. Payments to the contractor will be as per "Provision Regarding Payments to Contractors".
18. The Contractor, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or physical impairment except where religion, sex, national origin, or physical impairment is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.
19. The Contractor, by submitting a signed bid or proposal, certifies that the accompanying bid or proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States Law.
20. The Owner will not accept telegraphic or electronically transmitted bids.
21. The Owner requires that vendors deliver all products "free on board" to final destination.
22. Restrictive Specifications: It is the responsibility of the prospective bidder to review the entire invitation for bids (IBF) packet and to notify the Owner if the specifications are formulated in a manner which would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Owner not less than seven days prior to the time set for bid opening.
23. Vendors are advised that all new construction, additions, and alterations to existing facilities must be designed, constructed, or altered in strict compliance with ADAGG: American with Disabilities Accessibility Guidelines for Buildings and Facilities.
24. The word "Owner" means the person, association, corporation, district, or group for whom the work is to be performed. In this instance, the word "Owner" will mean the City of Harrogate. The word "Contractor" means the person, firm, or corporation to whom the award is made. Subcontractors, as such, will not be recognized.



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

25. Construction Projects: Any construction undertaken for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, is subject to the Contractors Licensing Act of 1994. In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of the license expiration, and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid envelope is to be annotated with the phrase "Subcontractors Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the bid. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation to Bid.
26. Envelope Cover: Vendors must attach the bid envelope cover sheet to their submittal envelope. Complete all blanks on the cover. Insert "not applicable" if the category does not apply. Bids received without the envelope cover sheet information will not be considered.
27. Insurance Checklist: Vendors and their insurance agents must sign the attached Insurance Checklist form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project.
28. Drug-Free Workplace: If **CONTRACTOR** has five or more employees receiving pay: **CONTRACTOR** shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit (see Item X) required by Public Acts, 2000, Chapter 918. **CONTRACTOR** shall ensure it is in compliance with Public Acts, 2000, Chapter No. 918.
29. The successful bidder is required to have an active registration in the System of Award Management (SAM). This is not a requirement to submit a bid but is required as part of the contractual documents. If the contractor does not have an active SAM registration it is recommended that the contractor begin the registration process in anticipation of being awarded the contract.

It is the policy of the City of Harrogate that all its services and activities be administered in conformance with the requirements of Title VI.

Troy Poore  
Mayor  
City of Harrogate

## Special Bidding and Construction Conditions

1. All bidders must submit with their bid a bid bond, or certified cashier's check in the amount of 5% of their bid amount.
2. The general contractor and any subcontractors will be required to have general liability insurance as set forth in the insurance checklist.
3. The general contractor will be required to provide the owner with payment and performance bonds.
4. The contractor shall be responsible for furnishing all labor, materials, equipment, signing (including road signs and barricades), flagging operation personnel and traffic control devices as required by U.S. Department of Transportation "Standards and Guides for Traffic Controls for Street and Highway Construction, Maintenance, Utility and Incident Management Operations".
5. The contractor shall control the stockpiling of materials and or spoil piles so as not to prohibit access to residences or businesses. Lighted, reflectorized plastic drums shall be provided around any and all materials and/or hazardous locations within the project limits and within the rights of way.
6. The locations of the existing utilities on the plans are approximate only. The contractor is responsible for determining the exact location by contacting the local utility company. The contractor is to verify the actual location of existing underground utilities prior to commencing excavation operations. The contractor shall be responsible for repairing or replacing any damaged utilities without any cost to the owner or engineer.
7. The contractor shall perform all the work specified herein under the general direction and to the entire satisfaction, approval, and acceptance of the engineer. The engineer shall decide all questions relating to measurements of quantities, the character of the work performed and as to whether the rate of progress will ensure completion within the contract time. All questions as to the meaning or intent of the specifications will be solely decided by the engineer and he shall have the authority to stop the work if necessary to insure its proper execution.
8. The contractor shall be responsible for the storage and disposal of all materials cleaned from the project. Storage and disposal of such material shall be incidental to manhole rehabilitation and shall be in accordance with State and Federal regulations.
9. All surfaces and fences removed, damaged, or disturbed by the contractor in the work areas shall be restored to the condition in which they existed prior to commencement of the work at no additional cost to the owner.
10. The contractor shall be responsible for removing all structures necessary for construction. The contractor will maintain ownership of these structures unless the owner indicates they will maintain ownership. The cost for removal of these structures will not be measured and paid for separately but should be included in the mobilization/demobilization line item.

# BID ENVELOPE COVER

## NAME OF PROJECT:

City of Harrogate  
Television Inspection and Cleaning of Gravity Sewer Lines and Manholes

## SEALED BIDS WILL BE RECEIVED BY:

City of Harrogate  
138 Harrogate Crossing  
Harrogate, TN 37752

UNTIL: 2:00 P.M. July 11, 2024  
TIME DATE

COMPLETE ALL BLANKS!

BIDDER _____	
ADDRESS _____	
TENNESSEE CONTRACTOR'S LICENSE NUMBER _____	
LICENSE CLASSIFICATION (applicable to this project) _____	
_____	_____
	DOLLAR LIMIT
LICENSE EXPIRATION DATE _____	
SUBCONTRACTORS TO BE USED ON THIS PROJECT (If no subcontract work is required, write none required" in each blank.)	
PLUMBING _____	LICENSE NO. _____
Classification _____	Expiration Date _____
HVAC _____	LICENSE NO. _____
Classification _____	Expiration Date _____
ELECTRICAL _____	LICENSE NO. _____
Classification _____	Expiration Date _____

BIDDERS MUST COMPLETE ALL AREAS OF THIS FORM!

**City of Harrogate, Tennessee**  
**Television Inspection and Cleaning of Gravity Sewer Lines and Manholes**

**Bidder acknowledges receipt of the following addendum: \_\_\_\_\_**  
**Bidder agrees to perform all the waterline construction work described in the specifications and for the following unit prices.**

Item #	Description	Qty.	Unit	Unit Price	Total
1	Cleaning and television inspection of gravity sewer lines and manholes as defined in the construction specifications including all required traffic control and by-pass pumping.	38,374	LF		

**Total \$ \_\_\_\_\_**

**Total Construction Cost: \$ \_\_\_\_\_**  
**Total Construction Cost in Words: \_\_\_\_\_**

(Amounts are to be shown in both words and figures.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 5 of the General Conditions. The bid security attached in the sum of

\_\_\_\_\_  
 (\$ \_\_\_\_\_) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

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

(Seal - if bid is by a corporation)

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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BIDDER (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

### BID

Bid Due Date:

Description (*Project Name— Include Location*):

### BOND

Bond Number:

Date:

Penal sum \_\_\_\_\_ \$ \_\_\_\_\_  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_ By: \_\_\_\_\_  
Signature Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Title Title

Attest: \_\_\_\_\_ Attest: \_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Title Title

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# Notice of Award

Dated \_\_\_\_\_

Project: Television Inspection of Gravity Sewer Lines and Manholes	Owner: City of Harrogate	Owner's Contract No.: N/A
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Contract: Television Inspection of Gravity Sewer Lines and Manholes	Engineer's Project No.:
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Bidder: \_\_\_\_\_

Bidder's Address: (send Certified Mail, Return Receipt Requested) 1975 Lake City Highway, Clinton, Tennessee 37716

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_

(Indicate total Work, alternates or sections or Work awarded.)

The Contract Price of your Contract is \_\_\_\_\_

*(Insert appropriate data if Unit Prices are used. Change language for Cost-Plus contracts.)*

1 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

0 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [1] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
City of Harrogate  
Owner

X

\_\_\_\_\_  
Matthew Hatfield  
Project Engineer

By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Project Engineer  
Title

Copy to Engineer

# Notice to Proceed

Dated \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor:		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

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

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

\_\_\_\_\_  
Owner  
Given by: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

Copy to Engineer



# PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:  
Amount:  
Description (Name and Location):

## BOND

Bond Number:  
Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL  
Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL  
Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

SURETY

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

SURETY

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

# PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

## CONTRACT

Date:

Amount:

Description (Name and Location):

## BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

\_\_\_\_\_  
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

SURETY

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

\_\_\_\_\_  
Signature and Title

(Attach Power of Attorney)

Attest:

\_\_\_\_\_  
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

## CITY OF HARROGATE INSURANCE CHECKLIST

THE CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGES & ENDORSEMENTS WITH "YES" AND ITEMS 26 TO 30.

REQUIRED:	NUMBER	TYPE OF COVERAGE	COVERAGE LIMITS
YES	1	WORKERS COMPENSATION	STATUTORY LIMITS OF TENNESSEE
YES	2	EMPLOYERS LIABILITY	\$100,000 PER ACCIDENT \$500,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT
YES	3	COMMERCIAL GENERAL LIABILITY	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	4	PREMISES/OPERATION	\$500,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	5	AUTOMOBILE LIABILITY	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST
YES	6	OWNED/HIRED/NON-OWNED	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED VEHICLES OR MOTORIST
YES	7	INDEPENDENT CONTRACTOR	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	8	PRODUCT LIABILITY	\$500,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE
YES	9	COMPLETED OPERATIONS	\$500,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	10	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)	\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE
YES	11	PERSONAL AND ADVERTISING INJURY LIABILITY	\$1,000,000 EACH OFFENSE \$1,000,000 ANNUAL AGGREGATE
YES	12	UMBRELLA LIABILITY COVERAGE	\$2,000,000
YES	13	PER PROJECT AGGREGATE ENDORSEMENT	
NO	14	PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM \$2,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM \$1,000,000 PER OCCURRENCE/CLAIM
NO		ARCHITECTS & ENGINEERS	
NO		ASBESTOS & REMOVAL LIABILITY	
NO		MEDICAL MALPRACTICE	
NO	15	MEDICAL PROFESSIONAL LIABILITY	\$1,000,000 PER OCCURRENCE/CLAIM
NO	15	MISCELLANEOUS E & O	\$500,000 PER OCCURRENCE/CLAIM
NO	16	MOTOR CARRIER ACT ENDORSEMENT	\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)
NO	17	MOTOR CARGO INSURANCE	
NO	18	GARAGE LIABILITY	\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE
NO	19	GARAGEKEEPER'S LIABILITY	\$500,000 COMPREHENSIVE \$500,000 COLLISION
NO	20	INLAND MARINE BAILEE'S INSURANCE	\$
NO	21	DISHONESTY BOND	\$
NO	22	BUILDERS RISK	PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.
NO	23	XCU COVERAGE	ENDORSEMENT TO CGL
NO	24	USL&H	FEDERAL STATUTORY LIMITS

25. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

26. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO UTILITY DISTRICT AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

27. THE CITY OF HARROGATE SHALL BE NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION AND AUTO.

28. CERTIFICATE OF INSURANCE SHALL SHOW THE BID TITLE.

29. OTHER INSURANCE REQUIRED \_\_\_\_\_

30. THE CONTRACTOR AGREES TO SAVE, DEFEND, KEEP HARMLESS AND INDEMNIFY THE CITY OF JELICO AND ALL OF ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, INJURY, COST (INCLUDING COURT COSTS AND ATTORNEY'S FEES), CHARGES, LIABILITY OR EXPOSURE, HOWEVER CAUSED, RESULTING FROM, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CONTRACTOR'S PERFORMANCE OF THE AGREEMENT TERMS ON ITS OBLIGATIONS UNDER THE AGREEMENT.

THE INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE BIDDER NAMED BELOW AND HAVE ADVISED THE BIDDER OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE:

BIDDER'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

BIDDER NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE:

## CONSTRUCTION CONTRACT

THIS CONTRACT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ State of \_\_\_\_\_ by and between CITY OF HARROGATE, Party of the First Part, hereinafter called the "Owner" and \_\_\_\_\_ Party of the Second Part, hereinafter called the "Contractor".

### WITNESSETH

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

**Statement of Work:** This work shall include but not necessarily be limited to the cleaning and television inspection of the City of Harrogate's gravity sewer lines and manholes as listed on the bid form and plans.

1. **Completion of Work:** The Contractor shall commence work on the date specified in a written "Notice to Proceed" by the Owner and shall complete the project within 180 calendar days unless the period for completion is extended as hereinafter provided. Liquidated damages shall be in the amount of \$500/calendar day until the project is substantially complete.
2. **Contract Sum:** The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as the contract bid in conformity with the bid schedules in Item II.
3. **Payment:** Payment shall be made to the Contractor for work performed under this contract for quantities of work as determined in accordance with this contract.
4. **Intent of Plans and Specifications:** The Contractor will keep on the project a copy of the plans and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the plans or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies, or omissions, which may exist in the plans and specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
5. **Extra Work and Charges:** Extra work shall be work for which no unit bid was received in the proposal, and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is more than the quantity mentioned in the proposal. The Owner, without invalidating the contract, may order extra work or make changes to the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on the "Contract Change Order" form. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Contract Change Order, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.

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

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

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

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

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

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

6. **Claims for Extra Cost:** If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such an account supported by receipts to the Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not allowed.
7. **Performance and/or Payment Bond:** The Contractor shall within seven (7) days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and/or payment bond in a sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. All bonding companies must be listed in the Federal Register Dept. of the Treasury Fiscal Service, companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies' notice. If at any time a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so.  
  
Evidence of authority of any attorney in fact acting for the corporate surety must be provided in the form of a certificate terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the Owner.
8. **License and Permits:** The Owner will secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances, and regulations (Federal, State, or local), which may be applicable to the operations to be conducted hereunder.
9. **Other Work:** Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the interest involved of the parties shall be secured to protect the rights of the owner and to complete each work portion in general harmony.
10. **Responsibility of the Engineer:** The term "Engineer", wherever used in this Contract, shall be the person, firm, corporation, or representative of the Owner as its engineering representative during construction. The Owner shall advise the Contractor in writing of the name and address of the

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

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

11. **Waiver:** It is expressly understood and agreed that any waiver granted by the Engineer of the Owner of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions, or covenants of this Contract. Any such waiver granted by the Engineer shall be made in writing and signed by all parties under this contract.

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

12. **Superintendence:** The Prime Contractor shall assign and provide a superintendent, who will be identified by name to the Owner. He will provide constant on-site supervision during all construction under this contract whether by the prime or a subcontractor. The superintendent shall have full authority to act for the Contractor and to carry all instructions given by the Engineer or Owner.

13. **Labor Provisions:** The Contractor and his subcontractors shall discharge, whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

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

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

14. **Liability Insurance:** The Contractor shall procure and maintain, at his own expense, during the life of the contract, liability insurance as necessary to indemnify the Owner and his agents. All such insurance shall be subject to the approval of the owner for adequacy of protection and shall contain a provision preventing cancellation without ten days prior written notice to the owner. The liability insurance will be that required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations were performed by himself or by any other subcontractor under him or anyone directly or indirectly employed by the Contractor or by a subcontractor under him.

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

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

In case any class of employees engaged in work under this contract at the site of the project is not protected under Workmen's Compensation Insurance, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of these employees not otherwise protected.

Certification evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any questions under this Contract.

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

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

17. **Assignment and Transfer of Contract:** The Contractor shall not assign or transfer this contract or any part thereof or any interest therein without the consent in writing of the Owner and the Contractor's surety and any such assignment or transfer without such written consent shall be null and void.
18. **Indemnity:** The Contractor shall indemnify and hold harmless the Owner, the Owner's agent, and employees from and against all losses and all claims, demands, payments, suits, or action recoveries and judgments of every nature and description brought or recovered against them by reason of any act or omission of the said Contractor, his agents, or employees in the execution of the work or in guarding the same.
19. **Subcontractors:** The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to ensure the fulfillment of all the provisions of this contract affecting subcontractors.
20. **Protection of work and property:** The Contractor shall continuously maintain adequate protection of all his work and materials from damage or theft and shall protect the Owner's property and all adjacent property from injury or loss arising in connection with activities under this contract. The Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

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

Additionally, to further 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 under the contract.



The Contractor shall also protect property as required by law.

21. **Land of Owner, Use of, by Contractor:** The Owner shall provide the land upon which the work under this Contract is to be done, and will so far as is convenient, permit the Contractor to use as much of this land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his cost and expense, any additional land required.
22. **Liens:** If at any time there shall be evidence of lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to complete indemnification against such lien or claim. In the event that the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.
23. **Inspection:** The Contractor shall do all work to the approval of the inspector. The inspector's daily log and weekly project progress video will constitute the construction record for the project. The Engineer and the Owner shall at all times have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and all materials furnished shall be subject to their inspection and approval.

This inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. Materials of construction shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. All work and material shall be tested to the satisfaction of the Engineer and the Owner before acceptance. The Engineer and Owner shall be provided with copies of all testing performed for the project.

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

24. **Defective Work or Material:** The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the contract, whether incorporated or not, and the contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
25. **Other Contracts:** The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his work to that provided under other contracts as may be directed by the Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.
26. **Owner's Right To Take Over the Work:** If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

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

- (a) The Owner may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his surety, where upon the surety shall have the right to take over and fulfil the contract. If the surety does not commence performance of the contract within ten days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under this contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the owner takes over the work, exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the Contractor, such excess shall be paid to the Contractor. In such an event, if such cost, expenses, and damages exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses, and damages shall be certified by the Engineer.
- (b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due to the Contractor, provided the Engineer approved the amount thus charged to the Contractor.
- (c) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to that all deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.

27. **Contractor's Right To Stop Work or Terminate Contract:** If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the Contractor or any one employed by him, then the Contractor may on seven days written notice to the Owner and the Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, and losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment within ten days after it is due, or if the Owner shall fail to pay the Contractor within fifteen days after its maturity and presentation any sum certified by the Engineer, then the Contractor may on seven days written notice to the Owner and to the Engineer stop work and give written notice of intention to terminate this contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the contract and recover from the Owner payment for all work executed, and losses sustained upon any plant or materials, and a reasonable profit.

28. **Delays and Extension of Time:** If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Engineer, or if any employee of either, or by any separate Contractor employed by the Owner, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide. No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the Engineer. In the case of a continued cause of delay, only one claim is necessary.

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

29. **Right of Occupancy:** The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the

work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right to such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.

30. **Underground Obstructions:** The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, concrete, and debris. No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions. All excavation shall be done in accordance with TCA 65-31-102, "Underground Utility Damage Prevention."
31. **Acceptance:** Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the Owner. Such an inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such an inspection.
32. **Final Estimates:** Upon completion and acceptance of the work, the Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by him under the conditions and terms thereof and shall make the final estimate of the work. The final estimate of work must be checked and approved by the Engineer for the Owner; whereupon the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner to include all payrolls, material bills, and indebtedness to the Owner in connection with this contract have been paid.
33. **Cleaning Up:** Upon completion or termination of the work, the Contractor shall, as directed by the Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same may be done by the Owner at the expense of the Contractor, and his surety shall be responsible, therefore.
34. **Guarantee and Correction of Work After Final Payment:** Neither the final certificate nor payment nor any provisions in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer subject to arbitration.

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

The Contractor shall reimburse the Owner for cost of damage if any, as well as cost of replacing defective materials or workmanship.

If replacement is not made within ten days after notice is given of such defect in workmanship, or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

35. **OSHA:** The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health act of 1970 (O4PL 91-596) and under Section 107 of the Contract Work House and Safety Standards Act (PL 92-54).

36. **Chemicals:** All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal or residues shall be in strict conformance with instructions.
37. **Safety:** Vendor will ensure that its employees observe and exercise all necessary caution and discretion to avoid injury to person or damage to property of all kinds.

All buildings, appurtenances, and finishing shall be protected by the vendor from damage, which might be done or caused by work performed under this contract.

Such damage to the foregoing shall be repaired and/or replaced by approved methods to restore the damaged areas to their original condition at the expense of the Vendor.

The Vendor shall erect, install, and maintain all temporary public walks, warning signs, barricades, and other protective means as may be necessary for the protection of the public from injury. The Vendor shall assume all responsibility for properly securing the work area for the safety of its employees and the public.

38. **Obligations, Rights and Remedies:** The following items are Obligations, Rights and Remedies that shall be part of the Contract. The Owner reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public interest.
- (a) **Incorporation:** All specifications, drawings, technical information, invitation to bid, bid, award, and similar items referred to or attached or which are the basis for this contract are deemed incorporated by reference as if set out fully herein.
  - (b) **Alterations or Amendments:** No alterations, amendments, changes, modifications, or additions to this Contract shall be binding on the CITY OF HARROGATE without the prior written approval of the CITY OF HARROGATE.
  - (c) **Assignment:** Contractor shall not assign or sub-contract this agreement, its obligations, or rights hereunder to any party, company, partnership, incorporation, or person without approval of the CITY OF HARROGATE.
  - (d) **Warranty:** Contractor warrants to the CITY OF HARROGATE that all items delivered, and all services rendered shall conform to the specifications, drawings, bid, and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. The contractor extends to the CITY OF HARROGATE all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the CITY OF HARROGATE. Return of merchandise not meeting warranties shall be at contractor's expense.
  - (e) **Remedies:** The CITY OF HARROGATE shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including, but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential, and compensatory damages, and reasonable attorney's fees.
  - (f) **Inspection and Acceptance:** Warranty periods shall not commence until the CITY OF HARROGATE inspects and formally accepts the goods and/or services. The terms, conditions, and timing of acceptance shall be determined by the CITY OF HARROGATE. The CITY OF HARROGATE reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

- (g) Order of Precedence: In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation to Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications.
- (h) Severability: If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- (i) Governing Law: This Contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Campbell County, Tennessee. The Chancery Court and/or the Circuit Court of Claiborne County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.
- (j) Default: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, the CITY OF HARROGATE may terminate this contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. The CITY OF HARROGATE expressly retains all its rights and remedies provided by law in case of such breach, and no action by the CITY OF HARROGATE shall constitute a waiver of any such rights or remedies. In the event of termination for default, the CITY OF HARROGATE reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- (k) Termination: The CITY OF HARROGATE may terminate this agreement with or without cause at anytime. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
- (l) Appropriation: In the event no funds are appropriated by the CITY OF HARROGATE for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.
- (m) Compliance with All Laws: Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statues, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
- (n) Indemnification/Hold Harmless: Contractor shall indemnify, defend, save, and hold harmless the CITY OF HARROGATE, its officers, agents, and employees from all suits, claims, actions, or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontract, suppliers, agents or employees.
- (o) Independent Contractor: Contractor shall acknowledge that it and its employees serve as independent contractors and that the CITY OF HARROGATE shall not be responsible for any payment, insurance, or incurred liability.
- (p) Right of Inspect: The CITY OF HARROGATE reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.
- (q) Nondiscrimination and Non-Conflict Statement: Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of Vendor. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment

laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.

Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the CITY OF HARROGATE as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any good provided or work contemplated or performed relative to the agreement.

- (r) **Books and Records:** Contractor shall maintain all books, documents, accounting records, and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by County or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall not include those books, documents, and accounting records that represent the Contractor's costs of manufacturing, acquiring, or delivering the products and services governed by this agreement.
- (s) **Child Labor:** Contractor agrees that no products will be provided or used under this Contract which have been manufactured or assembled by child labor.

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

- 39. **Construction Projects:** Any construction undertaken for which the total cost of the project is twenty-five thousand dollars (\$25,000) or more, is subject to the "Contractor's Licensing Act of 1994". In accordance with the Act, no bid will be opened unless the outside of the sealed envelope containing the bid provides the following information: the Contractor's license number, the date of the license' expiration, and a dollar quotation of that part of his classification applying to the bid. In addition, each HVAC, plumbing, and electrical subcontractor's license number, date of license expiration, and that part of each classification applying to the bid if the value of the work is \$25,000 or greater, must be annotated. If the value of the work is \$25,000 or greater, must be annotated. If the value of the subcontractor's work is less than \$25,000, the bid envelope is to be annotated with the phrase "Subcontractor's Bid is Less than \$25,000" after each appropriate heading. In the case of joint ventures, this information must be provided by each party submitting the bid. If no subcontractors are being used, the outside of the envelope must state, "No Subcontractors are being used on this project." All bids must be submitted in one envelope; use the Bid Envelope Cover provided with the Invitation to Bid.
- 40. **Envelope Cover:** Vendors must attach the bid envelope cover sheet to their submittal envelope. Complete all blanks on the cover. Insert "not applicable" if the category does not apply. Bids received without the envelope cover sheet information will not be considered.
- 41. **Insurance Checklist:** Vendors and their insurance agents must sign the attached Insurance Checklist form and submit it with their bid. This serves as proof that the vendor can and will obtain and maintain the insurance required for this project.
- 42. **Drug-Free Workplace:** If CONTRACTOR has five or more employees receiving pay: CONTRACTOR shall have a drug-free workplace program that complies with Title 50, Chapter 9 of the Code of Tennessee, shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce, and shall Provide the Affidavit require by Public Acts, 2000, Chapter 918. CONTRACTOR shall ensure that it is in compliance With Public Acts, 2000, Chapter No. 918.

43. **Title VI of the 1964 Civil Rights Act:** "Nondiscrimination in Federally Assisted Programs" – No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." 42 U.S.C. section 2000 et seq.
44. **Liquidated Damages:** The Contractor will be assessed a penalty of Five Hundred Dollars per day (\$500<sup>00</sup>/day) for each calendar day the project is not completed within the contract time specified in line item two (2) of the construction contract.

It is the policy of the CITY OF HARROGATE that all its services and activities be administered in conformance with the requirements of Title VI.

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

ATTEST

\_\_\_\_\_  
Owner

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

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

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

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

ATTEST

\_\_\_\_\_  
Contractor

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

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

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

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







# Change Order

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

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: \_\_\_\_\_  
\_\_\_\_\_

Attachments: (List documents supporting change): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:  
\$ \_\_\_\_\_

Original Contract Times:  Working days  Calendar days  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:  
\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:  
Substantial completion (days): \_\_\_\_\_  
Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:  
\$ \_\_\_\_\_

Contract Times prior to this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:  
\$ \_\_\_\_\_

Contract Times with all approved Change Orders:  
Substantial completion (days or date): \_\_\_\_\_  
Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

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

Approved by Funding Agency (if applicable): \_\_\_\_\_

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

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This [preliminary] [final] Certificate of Substantial Completion applies to:

- All Work  The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:  None  
 As follows

Amendments to Contractor's responsibilities:  None  
 As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

<b>EXECUTED BY ENGINEER:</b>	<b>RECEIVED:</b>	<b>RECEIVED:</b>
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



## STATE OF TENNESSEE

### BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000** *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name and Title</b>	<b>Phone Number / Email Address</b>



**STATE OF TENNESSEE**  
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION**  
**AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>

I am unable to certify to the above statements. Explanation is attached.



**STATE OF TENNESSEE**  
**IRAN DIVESTMENT ACT CERTIFICATION**

<b>SUBJECT CONTRACT NUMBER(S):</b>	
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	
<b>EDISON SUPPLIER IDENTIFICATION NUMBER:</b>	

The Iran Divestment Act, Tenn. Code Ann. § 12-12-101 et. seq. requires a person that attempts to contract with the state, including a contract renewal or assumption, to certify at the time the bid is submitted or the contract is entered into, renewed, or assigned, that the person or the assignee is not identified on a list created pursuant to § 12-12-106.

Currently, the list is available online at the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-/public-information-library.html>

The Contractor, identified above, certifies by signature below that it is not included on the list of persons created pursuant to Tenn. Code Ann. § 12-12-106 of the Iran Divestment Act.

---

**CONTRACTOR SIGNATURE**

NOTICE: This certification MUST be signed by an individual with legal capacity to contractually bind the Contractor.

---

**PRINTED NAME AND TITLE OF SIGNATORY**

---

**DATE**



**STATE OF TENNESSEE**  
**NON-BOYCOTT OF ISRAEL CERTIFICATION**

The Bidder certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.

According to the law, a boycott of Israel means engaging in refusals to deal, terminating business activities, or other commercial actions that are intended to limit commercial relations with Israel, or companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or persons or entities doing business in Israel, when such actions are taken:

- 1) In compliance with, or adherence to, calls for a boycott of Israel, or
- 2) In a manner that discriminates on the basis of nationality, national origin, religion, or other unreasonable basis, and is not based on a valid business reason. Tenn. Code Ann. § 12-4-119.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number / Email Address</b>





**STATE OF TENNESSEE**  
**CERTIFICATION OF BIDDER REGARDING**  
**USE OF WOMEN/MINORITY SUBCONTRACTORS**  
***\*Construction Projects Only\****

This certification is required for the contractor to demonstrate that when subcontractors are to be used on this project, an attempt will be made to utilize women/minority owned firms.

Documentation must be on file to show who has been contacted.

- I certify that every attempt was made to utilize female/minority contractors on this project.
- I am unable to certify to the above statements. Explanation is attached.

<b>Signature of Authorized Representative</b>	<b>Date</b>
<b>Printed Name</b>	<b>Phone Number</b>
<b>Email Address</b>	<b>Address</b>

# CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

## **Certification by Bidder**

Bidder/Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  Yes  No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  Yes  No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  Yes  No  None Req.
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  Yes  No

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

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

Signature: \_\_\_\_\_

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

## DRUG-FREE WORKPLACE AFFIDAVIT

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

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

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

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

Further affiant saith not.

\_\_\_\_\_  
Principal Officer

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

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

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

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

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

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

# STATEMENT OF COMPLIANCE CERTIFICATE ILLEGAL IMMIGRANT

EACH CONTRACTOR BIDDING SHALL FILL IN AND SIGN THE FOLLOWING

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

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

City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

This is to certify that \_\_\_\_\_ have fully complied with all the requirements of T.C.A. § 12-3-309, stating:

- (1) No state governmental entity shall contract to acquire goods or services from any person who knowingly utilizes the services of illegal immigrants in the performance of a contract for goods or services entered into with a state governmental entity;
- (2) No person may contract to supply goods or services to a state governmental entity if that person knowingly utilizes the services of illegal immigrants in the performance of a contract to supply goods or services entered into with the state or a state entity.

*All Bidders for construction services on this project shall be required to submit an affidavit (by executing this compliance document) as part of their bid, that attests that such Bidder shall comply with requirements of T.C.A. § 12-3-309.*

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

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

Signature: \_\_\_\_\_

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

## State and Local Fiscal Recovery Funds (SLRF) Supplemental Conditions for Contracts

### Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60. This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and

These Supplemental Conditions are recommended by the Tennessee Department of Environment and Conservation for projects funded through under the American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF). If the information is reproduced or conflicts with other sections of this Bid Manual or the Contract, the more stringent requirement applies.

applicants for employment.

- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
- (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause

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as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### Davis-Bacon Act

U.S. Treasury exercised its federal authority outlining the requirements for water infrastructure projects executed using ARP funds. Therefore, the requirements for prevailing wages and rates slightly differs from the standards of Davis-Bacon. Individual projects less than \$10 million dollars are not required to provide certification that prevailing wages and rates were followed. Individual projects of \$10 million dollars or more require certification like Davis-Bacon and are outlined below. Please note that any project using other funding sources, like Community Development Block Grants or SRF loans, are subject to requirements for those programs. When combining funding sources on a single and complete project or phase, other funding program requirements may trump the requirements for the use of ARP funds. We recommend Grantees and Project Owners discuss project requirements with TDEC when leveraging ARP funds with other funding programs to ensure all applicable rules and regulations are followed.

#### **Individual Water Infrastructure Projects of \$10 million dollars or more**

- (1) A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
  - a. The number of employees of contractors and sub-contractors working on the project;
  - b. The number of employees on the project hired directly and hired through a third party;
  - c. The wages and benefits of workers on the project by classification; and
  - d. Whether those wages are at rates less than those prevailing. 19 Recipients must maintain sufficient records to substantiate this information upon request.
  
- (2) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
  - a. How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
  - b. How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;

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- c. How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
  - d. Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
  - e. Whether the project has completed a project labor agreement.
- (3) Whether the project prioritizes local hires.
- (4) Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
  - b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
  - c. Additionally, contractors are required to pay wages not less than once a week.

#### Copeland Anti-Kickback Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies.

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

#### Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.

#### **Compliance with the Contract Work Hours and Safety Standards Act.**

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours

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worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the t \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act and the Federal Water Pollution Control Act. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

#### Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq
- (2) The contractor agrees to report each violation to the (name of subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000

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### **Federal Water Pollution Control Act**

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 ets eq.
- (2) The contractor agrees to report each violation to the (name of the subrecipient entering into the contract) and understands and agrees that the (name of the subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000

### **Debarment and Suspension**

Non-federal entities, contractors and subcontractors are subject to debarment and suspension regulations. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.

### **Suspension and Debarment**

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Byrd Anti-Lobbying Amendment**

Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. This is also applicable to subcontractors of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

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Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at [EPA's Comprehensive Procurement Guidelines webpage](#).

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

### Domestic Preference for Procurement

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

“Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

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Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

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### Access to Records

NFEs and their contractors and subcontractors must give the Department of Treasury and other authorized representatives access to records associated with their awards during the federally required record retention period and as long as the records are retained.

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### Contract Changes or Modifications

To be eligible for ARP SLFRF assistance under the non-Federal entity's Treasury grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

### Compliance with Federal Law, Regulations and Executive Orders

The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

"This is an acknowledgement that Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Treasury policies, procedures, and directives."

### Program Fraud and False or Fraudulent Statements or Related Acts

Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. It is that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

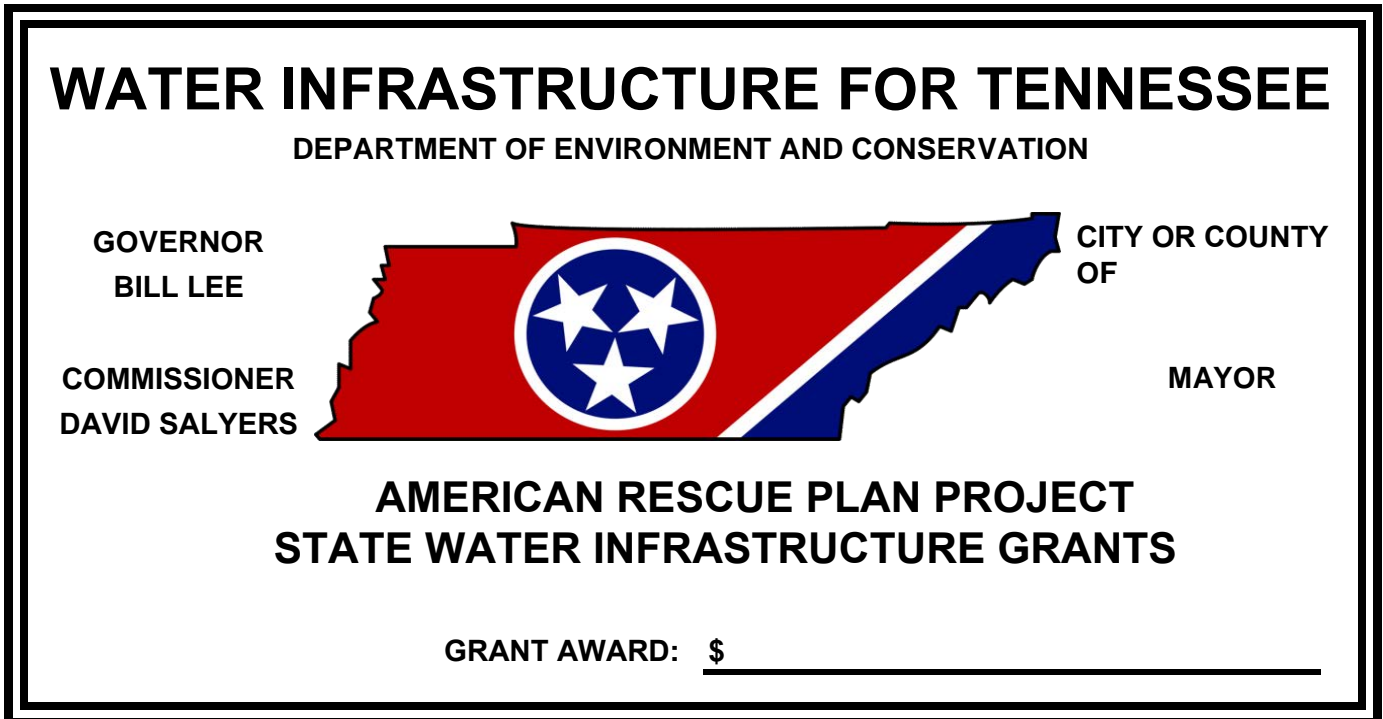
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# STATE WATER INFRASTRUCTURE GRANTS

## IDENTIFICATION SIGN

All plans and specifications for each project approved shall contain provisions for requiring the general contractor to provide identification signs. The signs shall conform to the following basic features:

1. The following diagram shall be used as a design:



2. The sign shall be a 4'0" X 8'0" sheet of exterior grade plywood and shall be built so as to remain erected during the entire construction phase of the project.
3. The background of both sides shall be white. The lettering shall be black and shall be large enough to take advantage of the full size of the plywood. The stars shall be white set on a blue field and surrounded by a white ring placed inside a state map in red with a stripe of white and blue on the right side. The sign shall be bordered by a one-inch blue stripe.

## WEATHER DELAYS

### **PART 1                    GENERAL**

#### 1.01    REQUIREMENTS INCLUDED

- A.     Standards set for weather delays.
- B.     Procedures for claim submittals.

#### 1.02    RELATED REQUIREMENTS

- A.     Document 00700 – General Conditions, Article 12.

#### 1.03    EXTENSION OF CONTRACT TIME

- A.     If the basis exists for an extension of time in accordance with Article 12 of the General Conditions, then an extension of time on the basis of weather may be granted only for the number of weather delay days in excess of the number of weather days listed as the Standard Baseline for that month.

#### 1.04.1   STANDARD BASELINE FOR AVERAGE CLIMATIC RANGE

- A.     The Engineer has reviewed weather data available from the National Oceanic and Atmospheric Administration and determined a Standard Baseline of average climatic range for the Knoxville area of Tennessee.
- B.     The Standard Baseline shall be regarded as the normal and anticipated number of calendar days for each month during which construction activity shall be expected to be prevented and suspended by cause of adverse weather. Suspension of construction activity for the number of days each month as listed in the Standard Baseline is to be included in the work and not eligible for an extension of the contract time.
- C.     The Standard Baseline is as follows:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
12	11	13	11	11	10	10	9	8	8	10	11

## 1.05 ADVERSE WEATHER AND WEATHER DELAY DAYS

- A. Adverse weather is defined as the occurrence of one or more of the following conditions which prevents only exterior construction activity or access to the site within a 24-hour period:
  - 1. Precipitation (rain, snow, or ice) in excess of one-tenth inch (0.10") liquid measure.
  - 2. Temperatures which do not rise above 32 degrees F by 10:00 AM.
  - 3. Standing snow in excess of one inch (1.00").
- B. Adverse weather may include, if appropriate, "dry-out" or "mud" days when all of the following conditions are met:
  - 1. For rain above the Standard Baseline.
  - 2. Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings.
  - 3. At a rate no greater than 1 make-up day for each day or consecutive days of rain beyond the Standard Baseline that total 1.0 inch or more, liquid measure, unless specifically recommended otherwise by the A/E.
- C. A weather delay day may be counted only if adverse weather prevents work on the project for 50 percent or more of the Contractor's scheduled work day, including a weekend day or holiday if the Contractor has scheduled construction activity that day.

## 1.06 DOCUMENTATION AND SUBMITTALS

- A. Maintain Daily Jobsite Work Log showing which and to what extent construction activities have been affected by weather on a monthly basis.
- B. Maintain a rain gauge, thermometer, and clock at the jobsite. Keep daily records of precipitation, temperature, and the time of each occurrence throughout the project.
- C. Use the Standard Baseline data provided in this section when documenting actual delays due to weather in excess of the average.
- D. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for claims established in Article 12 of the General Conditions.



- E. If an extension of the contract time is appropriate, it shall be effected in accordance with the provisions of Article 12 of the General Conditions.
- F. No extra cost will be incurred by the Owner for any extra time increase to the Contract.

**PART 2                      PRODUCTS**

- A. Not Applicable

**PART 3                      EXECUTION**

- A. Not Applicable

**END OF SECTION**

# City of Harrogate

## TELEVISION INSPECTION AND CLEANING OF GRAVITY SEWER LINES AND MANHOLES SPECIFICATIONS

### SECTION I: TECHNICAL SPECIFICATIONS FOR THE TELEVISION INSPECTION OF GRAVITY SANITARY SEWER MAIN LINES AND MANHOLES

<b>SUBSECTION</b>	<b>PAGE</b>
1-01 INTENT .....	CIPP-1
1-02 QUALIFICATIONS .....	CIPP-1
1-03 EQUIPMENT .....	CIPP-1
1-04 CLEANING .....	CIPP-1
1-05 TV INSPECTION.....	CIPP-2
1-06 SAFETY .....	CIPP-3

## **SECTION I: TECHNICAL SPECIFICATIONS FOR TELEVISION INSPECTION OF SANITARY SEWER MAIN LINES**

### **1-01 INTENT**

1. It is the intent of this specification to provide for television inspection of main sewer lines and manholes providing the owner with a video log and digital video file of each section televised. These lines are being televised to find sources of infiltration and inflow (I/I) and to find structural defects and restrictions in the existing sewer line. If the bid form is for televising of the lines in wet weather, the work shall be done in wet conditions as detailed herein or as approved by the engineer.
2. There may be some instances that the Owner's records are incorrect, and the contractor may discover that the line indicated on the drawings is either a different diameter or material than indicated. If such lines are discovered the Contractor shall bring it to the attention of the Owner and the Contractor shall correct his drawings and use the correct information in the logs and video.
3. If any blockage and/or defect is discovered, that in the opinion of the Contractor requires immediate attention by the Owner, the Contractor shall immediately notify the Owner of such.

### **1-02 QUALIFICATIONS**

1. The person doing the CCTV work and coding the defects shall be certified through NASSCO's Pipeline Assessment and Certification Program (PACP)©. The submittals shall include a copy of the certification from the employee(s) that will be doing the coding.

### **1-03 EQUIPMENT**

1. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner's Representative; and if unsatisfactory, equipment shall be removed, and no payment will be made for an unsatisfactory inspection.
2. The contractor shall have on-site with the camera van an operator who is trained and certified in the use of NASSCO's Pipeline Assessment and Certification Program (PACP)©.

### **1-04 CLEANING**

1. The bidder shall include cleaning in his bid for all sections. Cleaning for all sections shall require the use of a water jet truck. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. Should such conditions be encountered, the Contractor will not be required to clean those specific manhole sections. If during normal cleaning operations, damage does result from preexisting and unforeseen conditions such as broken pipe, the Contractor will not be held responsible. The equipment shall

have a selection of at least three high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel. The NASSCO Jetter Code of Practice shall be consulted as a guide for the selection of different types of nozzles and recommended pressure applications for various cleaning requirements.

2. **Cleaning Precautions:** During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment especially with tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer.
3. **Root Removal:** Roots shall be removed in the designated sections where root intrusion is a problem. Special attention should be paid during the cleaning operation to ensure almost complete removal of roots from the joints. Any root removal which requires the use of additional equipment such as a root saw to remove is considered heavy cleaning.
4. **Cleaning includes removal of sediment up to 50% of the pipe diameter. Debris greater than that or which requires the use of special equipment such as a root saw is considered heavy cleaning. Where the contractor determines that heavy cleaning is necessary, he shall notify the Owner and document the before and after condition of the pipe and/or blockage. It is understood that the before video may not be complete such as when roots or grease block the camera from continuing. Depending on the way the bid item is worded – heavy cleaning may be part of the television, or it may be a separate pay item.**
5. **Any water necessary for cleaning or installation of the liner shall be furnished by the Owner at a location designated by the owner. The City requires that this water be metered (meter can be furnished by the City upon request). Water Usage shall be reported to the owner monthly. If the Owner furnishes the meter, the meter must be returned prior to final payment being made.**

#### **1-05 TV INSPECTION**

1. Light cleaning is included in all televising bid items.
2. Wet conditions, if used on the bid form, shall mean that it should be raining at the time of the line is televised, be within 48 hours of at least a ½ inch rain, a day that snow is melting, or the ground water table is sufficiently high as determined by the Engineer
3. After cleaning, the manhole sections shall be visually inspected by means of closed-circuit television. The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled. All CCTV inspections shall be performed in accordance with PACP standards including the specific date and time of inspection.
4. While lowering the camera into the manhole and as you reach the manhole the camera shall pan the manhole to show its condition as well as to show any connections into the manhole. Laterals coming into the manholes shall be logged in the section log. Each lateral must be shown with a view perpendicular to the main, with the camera centered on the lateral, and the camera shall pan the lateral connection looking for cracks and/or leaks.

5. When lateral launches for lines (6" and smaller) are required, each lateral must be shown from the tap to the property line. If stated on the plans and in the bid form that the "contractor shall determine if the lateral is inactive or active", the contractor shall perform a dye test while the camera is recording in the lateral. This shall be noted on screen as well as any defects the lateral may have.
6. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Nothing shall be used to pull the camera through the line that obstructs the camera view. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall set up his equipment so that the inspection can be performed from the opposite manhole. If, again, the camera fails to pass through the entire manhole section, the inspection shall be considered complete noted as Survey Abandoned and no additional inspection will be required.
7. The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be above ground by means of a meter device and displayed on the video. Accuracy of the distance meter shall be periodically checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the Owner's Representative.
8. File Name – When creating a file for the CCTV inspection, the file name shall be named upstream MH – downstream MH. If televised upstream follow the file name as stated followed by an US.
9. TV Audio - The tape for each section televised shall have audio stating the upstream and downstream manhole numbers, pipe size description of taps and defects. The pipe size and manhole numbers shall be stated at least every 100' of line televised.
10. TV Log - A written log by the Contractor and will clearly show the length of the section televised, size of pipe televised, the upstream and downstream manhole numbers, the location of major defects, and a description of the defect. In addition, other points of significance such as locations and positions of building sewers, unusual conditions, roots, storm sewer connections, cracks, fractures, broken pipe, presence of scale and corrosion, and other discernible features, as defined in the PACP defect codes, will be recorded on electronic media and a copy of such records will be supplied to the Owner. The location shall be by distance in 1/10 of a foot, from the manhole center. The position shall be clock position with 12 o'clock being the top of the pipe. The log shall also document defects that can be seen around the service connection or in the lateral.
11. Documentation and deliverables shall be as follows:
  - 11.1 Television Inspection Logs shall be delivered to the Owner within two weeks of the line being televised.
  - 11.2 Electronic media recordings: The purpose of electronic media recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed by the Owner.

Acceptable formats are CD's, DVD's, or USB flash drives. Within two weeks of the line being televised the electronic media recording of video showing conditions and defects will be delivered to the Owner.

**1-06 SAFETY**

1. The Contractor is responsible to conduct operations in a safe manner and in accordance with OSHA regulations. Owner or Engineer's on-site representation in no way relieves Contractor of Contractor's Safety Obligations.
2. To protect persons from injury and to avoid property damage, adequate barricades, construction signs, torches, red lanterns, and guards as required shall be placed and maintained during the progress of the construction work and until it is safe for traffic to use the highway. All material piles, equipment and pipes which may serve as obstructions to traffic shall be enclosed by fences or barricades and shall be protected by proper lights when the visibility is poor. The rules and regulations of the local authorities respecting safety provisions shall be observed. All traffic control and signage shall be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).
3. The Contractor shall carry on the work in a manner which will cause the least interruption to traffic and may close to through travel not more than two (2) consecutive blocks, including the cross street intersected. Emergency Services Personnel shall be notified of all street closures.
4. All sanitary sewer manholes in the Town of White Pine are deemed permit required confined spaces. If the contractor's personnel enter any manhole, they shall have a confined space entry program in place and issue a permit for entry.