

The following Minimum General Bid Conditions have been developed and may pertain to none, or any and all purchases that may be made as a result of this request for bids.

1. The City has the right to accept the lowest and/or best bid received.
2. **ACCEPTANCE AND REJECTION** The City reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in the bid.
3. **TIME OF ACCEPTANCE** If a bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the City shall have sixty days to accept.
4. **ERROR IN BID** In cases of errors in the extension of prices in the bid, the unit price will govern. No bid shall be altered or amended after the specified time for opening bids. After bid opening, a vendor will be permitted to withdraw a bid where there is obvious clerical error in the bid.

If a bidder discovers any ambiguity, conflict, discrepancy, or omission or other error in the bid, they shall immediately notify Susan White, Purchasing Director via email swhite@cityofjackson.net of such error and request modification or clarification of the document.

5. **DISCOUNT PERIOD** Discounts will be taken as written on the invitation to bid.
6. **DEFAULT OF CONTRACTOR** In case of default of the contractor, the City may procure the articles of services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
7. **SAMPLE OF MATERIALS** Samples of items, when required, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
8. **SIGNATURE ON BIDS** Each bid should give the full name and business address of the bidder. Unsigned bids will be rejected. The person signing the bid must show his/her title, and if requested by the City, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bids must be written with computer, typewriter, ink, or indelible pencil; otherwise, they may not be considered. Purchase order will be issued to the firm name appearing on the bid.
9. **ALTERNATE BIDS** Alternate bids will not be considered unless specifically called for in the bid.
10. **BOND REQUIREMENTS** All bond requirements shall be identified in the invitation to bid. The right is reserved to require the successful bidder to furnish security, free of any expense to the City, to guarantee faithful performance of the contract.
11. **TIME OF PERFORMANCE** The number of calendar days in which delivery will be made after receipt of order shall be stated in the bid. When no time of delivery is stated by the bidder, it is understood and agreed that delivery is to be made within two weeks after receipt of order. Shipping should be FOB destination.

12. **SPECIFICATIONS** It is understood that reference to available specifications shall be sufficient to make the terms of such specifications binding on the contractor. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the bidder to that manufacturer or specific article, unless specifically stated. The articles on which the proposals are submitted must be equal or superior to that specified. Articles received not equal will be picked up by vendor or returned to vendor shipping charges collect.

Reference to brand names, trade names, model numbers or other descriptions peculiar to specific brand products is made to establish a required level of quality and functional capabilities. It is not intended to exclude other products of that level. Comparable products of other manufacturers will be considered if proof of comparability is contained in the bid. It shall be the responsibility of the vendors, including vendors whose product is referenced, to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of a bid.

13. **Inspection** Whether or not an inspection point is specified herein, all material and workmanship shall be subject to inspection and test at all times and places (including inspection and test after arrival at destination) and, when practicable during manufacture. In case any articles are found to be defective in material or workmanship, or otherwise not in conformity with the specification requirements, the City shall have the right to reject such articles, or require their correction. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.
14. **WARRANTY** State any and all guarantees or warranties that would apply to item/product/service which you are bidding.
15. **Bids must be submitted in duplicate, with one original and one copy.**
16. **Faxed or E Mailed** bids will not be accepted.
17. These specifications meet the minimum requirement.

**NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THE
ADVERTISED BID OPENING TIME.**

**THE CITY RESERVES THE RIGHT TO DETERMINE THE
COMPETENCE AND RESPONSIBILITY OF A BID FROM ITS
KNOWLEDGE OF THE BIDDER'S QUALIFICATIONS OR FROM
OTHER SOURCE.**



PURCHASING DEPARTMENT

Effective March 19, 2013, if your bid does not include the following information, it may be rejected for non-compliance according to the invitation to bid. In your bid, place a copy of your insurance certificate. If you are the successful bidder, a complete and current certificate of insurance will be asked of you.

UNDER DESCRIPTION OF OPERATIONS IT SHOULD READ: CITYOF JACKSON IS NAMED AS AN ADDITIONAL INSURED WITH RESPECTS GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE.

CITY OF JACKSON, TN INSURANCE REQUIREMENT CITY PROJECT CONTRACT

The **CONTRACTOR** shall purchase and maintain the insurance outlined below to provide protection from the **CONTRACTOR'S** negligent acts. The **CONTRACTOR** shall provide this insurance as required by the Contract Documents. The negligence by any subcontractor, by anyone directly or indirectly employed by any of them, shall be considered a negligent act of the **CONTRACTOR**.

- Commercial General Liability in the amount of \$1,000,000 per occurrence and must include Products/Completed Operations, Explosion/Collapse/Underground Coverage and coverage for insured contracts. The City of Jackson must be named Additional Insured using a CG 2010 (11/85) endorsement (or equivalent) and this must be noted on the Certificate of Insurance. The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Auto Liability Insurance in the amount of \$1,000,000 Combined Single Limit. The City of Jackson must be named Additional Insured and the Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Statutory Workers Compensation with Employers Liability Limits of 100/500/100 - The Insurance Company agrees to Waive their Right of Subrogation against The City of Jackson and this must be noted on the Certificate of Insurance.
- Umbrella Liability in the amount of \$2,000,000 per occurrence – the terms and conditions of the Umbrella must be following form to the primary insurance.
- The Cancellation Clause on the Certificate of Insurance is amended to read: Should any of the described policies on the attached Certificate of Insurance be cancelled the issuing Insurance Company will mail 30 days written notice to: City of Jackson Purchasing Department 115 E. Main St. 202 Jackson, TN 38301 , by registered mail, return receipt requested.
- All Certificates should be issued with an Insurance Company (or Companies) maintaining an AM Best Rating of A- or better and a Financial Size of IX or greater. All Insurance Companies shall be authorized to conduct business in The State of Tennessee.

The **CONTRACTOR** shall maintain the above insurance – with the exception of Builders Risk/Installation – through both final acceptance and any Warranty Period defined by the contract documents

Subcontractors Information

You must provide the furnishing of labor, materials, equipment and services in connection with the construction of the Project.

- The Owner shall cooperate with the Subcontractor in scheduling and performing the Owner's Work to avoid conflicts or interference in Subcontractor's Work.
- The Owner shall not give instructions or orders directly to employees or workmen of the Subcontractor, except to persons designated as authorized representatives of the Subcontractor.
- The Subcontractor shall keep the premises free from accumulation of waste materials caused by operations performed under this Agreement.
- The Subcontractor warrants to the Owner that materials and equipment furnished under this Agreement will be of good quality and new unless authorized by Owner and that the work of this Agreement will be free from defects not inherent in the quality required.
- To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Subcontractor's Work under this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or part by negligent acts or omissions of the Subcontractor.
- Subcontractor shall file a Certificate of Insurance with the Owner prior to beginning Work. The Certificate of Insurance shall have limits of liability not less than \$1,000,000 per occurrence on General Liability, \$1,000,000 per occurrence on Auto Liability and Worker's Compensation Statutory Limits. Certificate shall contain a 30-day notice prior to cancellation, non-renewal or material change of coverage. Owner shall be named as Additional Insured on General Liability (using CG 2010 11/85 or equivalent) and Auto Liability. Insurance shall be primary and non-contributory. Performance and material and labor bonds will be required in the amount of 100% of the bid.

BIDDERS MUST SUBMIT WITH YOUR BID:

CERTIFICATE OF INSURANCE WITH THE PROPER TYPES OF INSURANCE AS STATED ON THE PREVIOUS PAGE. IF SELECTED AS SUCCESSFUL BIDDER, YOU WILL BE REQUIRED TO ADD THE CITY ADDITIONALLY INSURED.

5% BID BOND WITH POWER OF ATTORNEY. (IF OVER \$25000) A STATUTORY ALLOWED SUBSTITUTE FOR A BID BOND PURSUANT TO TCA 12-4-201 (C) WILL BE ACCEPTED.

SIGNED INDEMNITY AGREEMENT

SIGNED AFFIRMATIVE ACTION COMPLIANCE FORM

SIGNED DRUG-FREE WORKPLACE AFFIDAVIT. THE CITY OF JACKSON'S POLICY IS LOCATED ON THE WEBSITE. WWW.CITYOFJACKSON.NET

W-9 IF NEW BIDDER

COMPLETED BUSINESS LICENSE INFORMATION

COMPLETED BUILDING DEPARTMENT INFORMATION

FLASHDRIVE

SIGNED IRAN DIVESTMENT ACT FORM

SIGNED NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

SIGNED CHILD CRIME AFFIDAVIT

SIGNED PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT

SIGNED ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

ANY OTHER FORM INCLUDED FOR SIGNATURE

ANY BID SUBMITTED WITHOUT THE ABOVE INFORMATION COULD BE REJECTED.

- SUCCESSFUL BIDDER MUST PROVIDE:

PERFORMANCE BOND AND MATERIALS & LABOR BOND, 100% OF BID WITH POWER OF ATTORNEY (OVER \$25,000)

COMPLETE CERTIFICATE OF INSURANCE WITH THE CITY NAMED ADDITIONALLY INSURED.

THE CITY IS EXEMPT FROM FEDERAL AND STATE TAXES. UPON REQUEST, THE CITY WILL PROVIDE A SALES TAX EXEMPTION CERTIFICATE TO THE AWARDED FIRM. CONTRACTORS DOING BUSINESS WITH THE CITY SHALL NOT BE EXEMPTED FROM PAYING SALES TAX TO THEIR SUPPLIERS FOR MATERIALS TO FULFILL CONTRACTURAL OBLIGATIONS TO THE CITY, NOR SHALL ANY VENDOR BE AUTHORIZED TOO USE THE CITY'S TAX EXEMPTION IN SECURING SUCH MATERIALS.

A BUILDING PERMIT MAY BE REQUIRED FOR THIS BID. FILL OUT THE FORM IN THE BID PACKAGE THAT ADDRESSES THIS ISSUE. THE BUILDING DEPARTMENT MAY BE REACHED AT (731) 425-8569.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to 12-12-106. This is the Iran Divestment Act which states that the State of Tennessee must publish on the state's website, a list of people determined to be engaged in investment activities with Iran.

Prohibits people on the list from contracting with the city and makes any contract entered into void.

Questions will not be answered after noon on the Friday prior to bid opening.

Purchase Order/Contract will go into effect once a purchase number has been assigned.

PUBLIC ACTS 109
(Iran Divestment Act)

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

Full text of Public Chapters can be found on the Tennessee Secretary of State’s website: [http://tnsos.org/acts/ PublicActs.109.php](http://tnsos.org/acts/PublicActs.109.php).

Company Name (Bidder/Contractor)

Print Name _____

Signed _____

Title _____

1. **DISQUALIFICATION OF BIDDER**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of the Bidder and the rejection of their Bid:

- (a) Evidence of collusion among Bidder.
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted, or other factors.
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

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

- (1) He is owner, partner, officer, representative, or agent of
_____,
the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached
Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bid nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in
any way colluded, conspired, connived or agreed, directly or indirectly, with
any other Bidder, firm or person to submit a collusive or sham Bid in
connection with the Contract for which the attached Bid has been submitted
or to refrain from proposing in connection with such Contract, or has in any
manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Bidder, firm, or person to fix
the price or prices in the attached Bid or of any other Bidder, firm, or person
to fix any overhead, profit, or cost element of the bid price or the bid price of
any other Bidder, or to secure through any collusion, conspiracy, connivance
or unlawful agreement any advantage against the City of Jackson or any
person interested in the bid Contract; and
- (5) The price or prices quoted in that attached Bid are fair and proper and are
not tainted by any collusion, conspiracy, connivance or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners,
employees, or parties in interest, including this affidavit.

Signed: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20__

My commission expires: _____

CHILD CRIME AFFIDAVIT

State of _____

County of _____

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

He/She is the owner, partner, officer, representative, or agent of

_____, the Bidder that has submitted the attached Bid;

The Bidder _____ will abide by the following if chosen as the successful bidder:

The Bidder _____ agrees not to allow any employee or volunteer who is awaiting trial or has been convicted of a felony crime involving the sexual exploitation of children, sexual offenses involving children or violent crimes to participate in this Agreement at sites where children may be present. Failure by the Bidder to comply with this requirement is grounds for immediate termination of the Agreement.

Signed: _____

Title: _____

Subscribed and sworn to before me this ____ day of _____, 20__

My commission expires: _____

PROHIBITION OF ILLEGAL IMMIGRANTS COMPLIANCE AFFIDAVIT

The requirements of State of Tennessee's Public Acts, 2006, Chapter Number 878 and Executive Order 41 addressing the use of Illegal Immigrants in the performance of any contract to supply goods or services to the State of Tennessee, shall be a material provision of this contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this contract.

For purposes of this contract, "Illegal Immigrant" shall be defined as any person who is not either a United States citizen, a lawful permanent resident, or a person whose physical presence in the United States is authorized or allowed by the department of homeland security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the contract. The contractor hereby attests, certifies, warrants, and assures that it shall comply with this term and condition for the entire contract period.

The contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that the bidder is in compliance.

Vendor Name (Printed) _____

Address _____

By (Authorized Signature) _____ Date _____

Executed _____

Printed Name and Title of Person Signing _____

Notary public:

Subscribed and sworn to me this _____ day of _____ 20____

My commission expires: _____

**ASSURANCE OF COMPLIANCE UNDER TITLE VI OF THE CIVIL RIGHTS
ACT OF 1964**

_____Name of Applicant (hereby
referred to as "The Applicant")

Hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Justice (28 CFR Parts 42 & 50) and the City of Jackson, and any directives or regulations issued pursuant to that Act and the Regulations, to the effect that, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Applicant received Federal financial assistance from the City of Jackson and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Applicant by the City of Jackson.

BY ACCEPTING THIS ASSURANCE, the applicant agrees to compile data, maintain records, and submit reports as required to permit effective enforcement of Title VI, and permit authorized City of Jackson personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the City of Jackson shall have the right to seek administrative and/or judicial enforcement of this assurance.

This assurance is binding on the applicant, its successors, transferees, and assignees as long as it receives assistance from the City of Jackson. In the case of real property, this assurance is binding for as long as the property is used for a purposed for which this assistance was intended or for the provision of services or benefits similar to those originally intended. In the case of personal property, this assurance applies for as long as the recipient retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the applicant.

(Applicant)

By _____ Dated _____
_____ Address _____

(Title of Authorized Official)

CERTIFICATE OF OWNER'S ATTORNEY

I, Lewis Cobb, the duly authorized and acting legal representative of the City of Jackson, do hereby certify as follows:

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

Signature:

Lewis Cobb, City Attorney

Date: _____

BUSINESS LICENSE APPLICATION FACT SHEET

Contractors living outside Tennessee with no state business location must have a state business account number to report sales in counties with sales between \$10,000 and \$50,000. They must get a county and city business license in counties from each jurisdiction where the contractor has \$50,000 or more in sales for the tax reporting period.

If you are an out-of-state entity doing business in Tennessee without a fixed business location in Tennessee, please contact the Department to discuss your situation to determine if Tennessee business tax is required to be paid. Please contact the Department of Revenue at (615) 253-0600 (Nashville-area and out-of-state) or (800) 342-1003 (statewide toll-free). You also go to the state website tn.gov/revenue , revenue help, taxes, business tax, if you don't find your answer in the question, you can go to the bottom of the page and submit a request . Give all the details and a state representative will email you back with an answer.

A business application can be located at cityofjackson.net. If you have any additional questions concerning the business license you may contact The City of Jackson, Revenue Department @ 731-425-8212.

LIST PROJECT NAME:

LIST CONTRACTOR & PHONE NUMBER:

VENDOR LOCATION:

LIST SUBCONTRACTORS & PHONE NUMBERS

BUILDING DEPARTMENT PERMIT INFORMATION

Residential and Commercial Building permits are required for all construction, alterations or repairs, fences, accessory buildings etc, when the total value is \$100 or more.

Call 731-425-8569 for additional information.

Project name:

Contractor and phone number:

Subcontractors and phone numbers:

Safety Program

Please state your safety program that your company has adopted to include any employee training or certification programs. This information must be included in your bid/proposal package. State any pertinent information that will satisfy the city's attempt to obtain this information. This information will be turned over to our Risk Management Department for their review.

Call 731-425-8233 for additional information.

Project name:

Contractor and phone number:

Vendor Location:

Subcontractor and phone number:

Cost of project:

THIS BID MAY BE CANCELED, OR THE ACCEPTANCE OF ANY BID PROPOSAL REVOKED BY THE CITY OF JACKSON UPON WRITTEN NOTIFICATION TO THE OTHER PARTY AT ANY TIME PRIOR TO, OR AFTER, THE ISSUANCE OF A REQUISITION FOR PURCHASE OR THE EXECUTION OF A WRITTEN CONTRACT BY THE CITY OF JACKSON.

THE BID/PROPOSAL/CONTRACT/PURCHASE ORDER MAY BE CANCELED BY THE CITY OF JACKSON AT ANY TIME FOR JUST CAUSE SUCH AS NON-DELIVERY, SUBSTITUTION OF NON-SPECIFIED PRODUCTS, LATE DELIVERIES, OR CONTINUOUS PROBLEMS WITH THE VENDOR. NON-DELIVERY OF MERCHANDISE WITHIN ONE WEEK OF ORDER WILL BE GROUNDS FOR VOIDING THE AGREEMENT. THE CITY RESERVES THE RIGHT TO REJECT ANY BID IF THE EVIDENCE SUBMITTED BY, OR INVESTIGATED OF, SUCH BIDDER IS NOT PROPERLY QUALIFIED TO CARRY OUT THE OBLIGATIONS OF THE BID AND TO COMPLETE THE WORK CONTEMPLATED THEREIN WITHIN THE TIME FRAME SET FORTH IN THE BID USING SUPERIOR QUALITY MERCHANDISE/EQUIPMENT.

THE CITY OF JACKSON HAS THE RIGHT TO WAIVE INFORMALITIES AND TO REJECT ANY AND ALL BIDS WHOM IT FINDS, AFTER REASONABLE INQUIRY AND EVALUATION TO BE NON-RESPONSIVE, OR IT WOULD NOT BE IN THE BEST INTEREST OF THE PROJECT TO MAKE THE AWARD. BID WILL BE AWARDED TO THE LOWEST/ BEST RESPONSIVE BIDDER.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL PERSONS EMPLOYED UNDER A CONTRACT WITH THE CITY, WHETHER DIRECTLY OR BY SUBCONTRACTOR, BE LEGAL RESIDENTS AND BE AUTHORIZED TO WORK IN THE UNITED STATES OF AMERICA.

IF FORWARDED BYMAIL, THE SEALED ENVELOPE CONTAINING THE BID MUST BE ENCLOSED IN ANOTHER ENVELOPE ADDRESSED AS "SEALED BID ENCLOSED"

ALL SUBCONTRACTORS AND ANYONE ENGAGED IN THE CONSTRUCTION INDUSTRY MUST CARRY WORKERS COMPENSATION. PROOF OF SUCH MUST BE SUPPLIED BEFORE AWARD OF CONTRACT. IF THE PROJECT IS OVER \$25,000, THE PRIME CONTRACTOR'S NAME, LICENSE NUMBER, EXPIRATION DATE AND CLASSIFICATION APPLYING TO THE BID MUST BE LISTED ON THE OUTSIDE OF THE BID ENVELOPE ALONG WITH THEIR ELECTRICAL, PLUMBING, AND HVAC CONTRACTORS.

BIDDER MUST RETURN THE SIGNED INVITATION TO BID FORM.

MINORITY BUSINESS ENTERPRISES (MBE'S) AND DISADVANTAGED BUSINESS ENTERPRISES (DBE'S) ARE ENCOURAGED TO PARTICIPATE IN THE PROJECT. BIDDERS ARE ENCOURAGED TO USE MBE'S AND DBE'S AS SUBCONTRACTORS IN THE PERFORMANCE OF THIS PROJECT.

USE INFORMATION IN BID PACKAGE TO SUBMIT YOUR BID. ANY QUESTIONS SHOULD BE ADDRESSED, IN WRITING, TO SUSAN WHITE, PURCHASING MANAGER, EMAIL (swhite@cityofjackson.net). POTENTIAL BIDDERS MUST REVIEW THE BID PACKAGE UPON RECEIPT TO IDENTIFY ANY QUESTIONS AND/OR ISSUES. ANY/ALL QUESTIONS SHOULD BE SUBMITTED IN A SINGLE REQUEST FOR ADDENDUM. REQUESTS FOR CLARIFICATION MUST BE RECEIVED BY THE PURCHASING DEPARTMENT BY NOON, THE FRIDAY BEFORE THE SCHEDULED DATE OF THE BID OPENING.

THE CITY OF JACKSON ACCOUNTING DEPARTMENT PAYS INVOICES ON THE 15TH AND 30TH OF EACH MONTH.

LACK OF WRITTEN NOTIFICATION OF ANY DELAY IN STATED DELIVERY TIME WILL BE CAUSE FOR DISCOUNTED PRICE OF 1% PER MONTH UNTIL DELIVERY IS FACILITATED OR CANCELLATION OF AWARD. ANY DELAY MUST BE BROUGHT TO THE ATTENTION OF THE PURCHASING DEPARTMENT, CITY HALL, 115 E. MAIN STREET, SUITE 202, JACKSON, TN 38301.

ALL BIDS ARE OPENED AT 10:30 A.M. UNLESS OTHERWISE INDICATED

IF ADDENDA ACKNOWLEDGEMENTS ARE NOT INCLUDED WITH THE BID/PROPOSAL, THE BID/PROPOSAL COULD BE REJECTED. IT IS THE BIDDERS SOLE RESPONSIBILITY TO OBTAIN THE BID OR PROPOSAL PACKAGE, FROM THE PURCHASING DEPARTMENT CCOX@CITYOFJACKSON.NET ADDENDA AND OTHER INFORMATION WILL BE POSTED ON THE CITY WEBSITE, WWW.CITYOFJACKSON.NET IT IS THE VENDORS RESPONSIBILITY TO CHECK THE WEBSITE, DOWNLOAD THE ADDENDA AND ACKNOWLEDGE IN THE INVITATION. MAIL THE COMPLETED FORM TO CITY HALL, ATTN: PURCHASING 115 E. MAIN ST., SUITE 202, JACKSON, TN 38301.

INDEMNITY AGREEMENT

AGREEMENT made this _____ day of _____, 2020 between the City of Jackson, Tennessee, hereinafter called "City" and _____, hereinafter called "Indemnitor."

WHEREAS, the parties have agreed that the City will compensate Indemnitor in the amount of \$ _____ for _____.

WHEREAS, the Indemnitor, based upon the consideration of City furnishing compensation as stated, is willing to indemnify the City upon the terms and conditions and in a manner hereinafter set forth;

IT IS, THEREFORE, AGREED AS FOLLOWS:

In addition to the requirements to procure and maintain applicable insurance, the Indemnitor also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City or any of its employees, officers or agents, from all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney fees, and from all expense in defending claims, including without limitation court costs, attorney's fees, the amount of any judgments recovered, and any other expenses resulting from claims for bodily injury, sickness or disease, including death resulting therefrom, sustained by any person, and/or resulting from claims for injury to or destruction of property, including loss of use thereof, caused by, arising from, incident to, connected with or growing out of the performance or breach of the contract or the negligent acts or omissions of the Indemnitor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Proper abatement of any hazardous material, removal, and disposal of, shall be the responsibility of the bidder in accordance with local, state, and federal guidelines and regulations.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY OF JACKSON

BY: _____

INDEMNITOR

BY: _____

AFFIRMATIVE ACTION COMPLIANCE PROGRAM

The Undersigned certifies to the City of Jackson that if the undersigned has fifty (50) or more employees and a contract with the City of Jackson for the furnishing of supplies or services or for the use of real or personal property in the amount of \$50,000 or more, that it has developed and is maintaining a written Affirmative Action Plan for each of its establishments as required by OFCCP Regulations 41 C.F.R. §§ 60-1.4, 60-250-5, and 60-741.5.

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned also certifies to the City of Jackson that it does not maintain or provide for its employees any segregated facilities (i.e. with regard to race, color, religion, age, gender, disability or national origin) at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

The undersigned further agrees that it will obtain identical certification from its subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

PLEASE CHECK ONE:

_____ Our Company will comply
with the foregoing to the extent
required by law.

_____ Our Company is exempt
from the provisions of the
Equal Opportunity Clause.

Date of Execution: _____

Name of Executing Officer: _____

Title: _____

Company Name: _____

Address: _____



PURCHASING DEPARTMENT

The City of Jackson has a drug and alcohol testing program for testing employees for workplace use of drugs or alcohol.

My company _____ has a drug and alcohol testing program for our employees, which is at least as stringent as the government's program.

Name: _____

Title: _____

Date: _____



PURCHASING DEPARTMENT

**ON-CALL PAVING MARKING MAINTENANCE
SPECIFICATIONS**

Please see attached.

**CONSTRUCTION SPECIFICATIONS
FOR
ON-CALL PAVEMENT MARKING MAINTENANCE**



CITY GOVERNMENT

SCOTT CONGER, MAYOR

SCOTT CHANDLER, CITY ENGINEER

KRIS GORDON, ASSISTANT CITY ENGINEER

SUSAN WHITE, DIRECTOR OF PURCHASING

COUNCIL MEMBERS

Gary Pickens
Johnny Lee Dodd
Ernest Brooks, II
Harvey Buchanan
Ross Priddy

Paul Taylor
Marda Wallace
Russ McKelvey
David Cisco

City of Jackson

Engineering Department
117 East Main Street - Suite 206
Jackson, Tennessee 38301
731-425-8245



**CITY OF JACKSON
ON-CALL PAVEMENT MARKING MAINTENANCE
BID FORM**

BID FORM					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	PLASTIC PAVEMENT MARKING (4" LINE)	L.M.	2		
2	RETRACING PAVEMENT MARKINGS - PLASTIC (4" LINE)	L.M.	20		
3	PLASTIC PAVEMENT MARKING (4" LINE) **SMALL QUANTITY**	L.F.	1320		
4	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	2		
5	RETRACING PAVEMENT MARKINGS - PAINTED (4" LINE)	L.M.	50		
6	SPRAY THERMO PAVEMENT MARKING (4" LINE)	L.M.	2		
7	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (4" LINE)	L.M.	50		
8	REMOVAL OF PAVEMENT MARKING (4"LINE)	L.F.	300		
9	REMOVAL OF PAVEMENT MARKING (4"DOTTED LINE)	L.F.	300		
10	PLASTIC PAVEMENT MARKING (6" LINE)	L.M.	2		
11	RETRACING PAVEMENT MARKINGS - PLASTIC (6" LINE)	L.M.	5		
12	PAINTED PAVEMENT MARKING (6" LINE)	L.M.	2		
13	RETRACING PAVEMENT MARKINGS - PAINTED(6" LINE)	L.M.	5		
14	PLASTIC PAVEMENT MARKING (6" DOTTED LINE)	L.F.	200		
15	SPRAY THERMO PAVEMENT MARKING (6IN LINE)	L.M.	2		
16	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (6" LINE)	L.M.	5		

BID FORM (2 of 4)

BID FORM					
17	REMOVAL OF PAVEMENT MARKING (6"LINE)	L.F.	200		
18	REMOVAL OF PAVEMENT MARKING (6"DOTTED LINE)	L.F.	200		
19	PLASTIC PAVEMENT MARKING (8" BARRIER LINE)	L.F.	500		
20	RETRACING PAVEMENT MARKINGS - PLASTIC (8" BARRIER LINE)	L.F.	500		
21	PAINTED PAVEMENT MARKING (8" BARRIER LINE)	L.F.	500		
22	RETRACING PAVEMENT MARKINGS - PAINTED (8" BARRIER LINE)	L.F.	500		
23	PLASTIC PAVEMENT MARKING (8" DOTTED LINE)	L.F.	400		
24	SPRAY THERMO PAVEMENT MARKING (8IN BARRIER)	L.F.	500		
25	RETRACING PAVEMENT MARKINGS - SPRAY THERMO (8" BARRIER LINE)	L.F.	500		
26	REMOVAL OF PAVEMENT MARKING (8" BARRIER LINE)	L.F.	50		
27	REMOVAL OF PAVEMENT MARKING (8"DOTTED LINE)	L.F.	50		
28	PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	5000		
29	RETRACING PAINTED PAVEMENT MARKING (PARKING LINE)	L.F.	5000		
30	PLASTIC PAVEMENT MARKING (PARKING LINE)	L.F.	5000		
31	RETRACING PLASTIC PAVEMENT MARKING (PARKING LINE)	L.F.	5000		
32	REMOVAL OF PAVEMENT MARKING (PARKING LINE)	L.F.	500		
33	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	300		
34	REMOVAL OF PAVEMENT MARKING (CROSS-WALK)	L.F.	50		
35	PLASTIC PAVEMENT MARKING(CHANNELIZATION STRIPING)	S.Y.	100		
36	REMOVAL OF PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	25		
37	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	200		
38	REMOVAL OF PAVEMENT MARKING (STOP LINE)	L.F.	25		
39	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	3		
40	PLASTIC PAVEMENT MARKING (LONGITUDINAL CROSS-WALK)	L.F.	200		
41	REMOVAL OF PAVMENT MARKING (WORDS, ARROWS, & SYMBOLS)	S.F.	250		
42	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	3		
43	PLASTIC WORD PAVEMENT MARKING (RXR INCLUDING TRANSVERSE BARS)	EACH	3		
44	PLASTIC WORD PAVEMENT MARKING (SCHOOL)	EACH	3		
45	PLASTIC WORD PAVEMENT MARKING (BIKE LANE)	EACH	3		
46	PLASTIC WORD PAVEMENT MARKING (STOP)	EACH	3		
47	PLASTIC PAVEMENT MARKING (STRAIGHT-TURN ARROW)	EACH	3		
48	PLASTIC PAVEMENT MARKING (STRAIGHT ARROW)	EACH	3		

BID FORM (3 of 4)

BID FORM					
49	PLASTIC PAVEMENT MARKING (HANDICAP SYMBOL)	EACH	3		
50	PLASTIC PAVEMENT MARKING (BICYCLE SYMBOL W/RIDER)	EACH	3		
51	PLASTIC PAVEMENT MARKING (YIELD LINE)	S.F.	20		
52	PLASTIC PAVEMENT MARKING (BIKELANE ARROW)	EACH	3		
53	PLASTIC PAVEMENT MARKING (LANE REDUCTION ARROW)	EACH	3		
54	PLASTIC PAVEMENT MARKING-(BIKE SYMBOL/ARROW)	EACH	3		
55	SNWPLWBLE PVMT MRKRS (BI-DIR) (1 COLOR)	EACH	50		
56	SNWPLWBLE PVMT MRKRS (BI-DIR) (2 COLOR)	EACH	50		
			TOTAL BASE BID		

** ITEM #3 : ITEM WILL BE USED WHEN A SINGLE WORK ORDER IS ISSUED FOR A QUANTITY OF 1320 L.F. OR LESS

Total Base Bid in words (excluding any alternates):

Items not measured or paid for directly:

Any incidental items not explicitly listed as pay items, but required for completion of the work, will be furnished with costs included in the bid price of other items of work. These incidental items include, but are not limited to: traffic control items, erosion control, temporary work to maintain access to adjacent properties; or other incidental items.

Time of Completion: N/A

Incentive: N/A

Liquidated Damages: N/A

Respectfully Submitted:

(Firm)

(Signature)

(Title)

(SEAL – if BID is by a Corporation)

License Number (If Applicable)

(Date)

Attest

(Address)

(Phone)

(Fax)



GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

DEFINITION OF TERMS

1. Definitions

(a) Whenever the words, forms or phases defined or pronouns used in their stead, occur in these Specifications, in the Contract or in the Advertisements or any document, or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be construed and interpreted as follows:

Addenda: Any changes in specifications after advertisements for bid will be made by Addenda to specifications, with appropriate supplemental plans. After issuance, any Addenda shall become a part of the Specifications, as much as though fully contained therein.

Bid: The written and signed statement which includes the completed Bid form duly filed with the City by the person or persons, partnership, company, firm, corporation proposing to do the work contemplated.

Bid Form: The form bound in these Construction Contract Documents on which the formal bids for the work are to be prepared and submitted.

Bidder: Any individual, firm or corporation submitting a Bid for the work contemplated.

Construction Bonds or Performance Payment Bonds: The approved form of security furnished by the Contractor and his surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the Plans, Specifications and terms of the Contract.

Contract: The written agreement between the City of Jackson and the Contractor covering the performance of the work. The Contract includes the Advertisement (Notice to Contractors), Proposal, General Conditions, Special Conditions, Detailed Specifications, Contract Agreement, Construction Bonds, Plans, and all Addenda and Change Orders thereto.

City Engineer: The City Engineer of the City of Jackson, Tennessee or his duly authorized representative.

City: The City of Jackson, Tennessee.

Contractor: The individual, firm or corporation selected by the City as the successful bidder who has become a party to the Contract, and his duly authorized representatives.

Plans: All plans, drawings, and maps, including those incorporated by reference in bid package, together with all approved revisions or addition thereto.

Specifications: The directions, provisions and requirements contained herein pertaining to the method and manner of performing the work or the quantities or qualities of materials to be furnished under the Contract.

Surety or Sureties: The corporate body which is bound by such bonds as are required with and for the Contractor, and engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirement as set out in the Specifications, Contract, or Plans.

The Work or The Project: The work or project, including the furnishing of all labor, materials, tools, equipment and incidentals, necessary or required to complete the improvement in conformity with the directions, provisions and requirements of the Specifications, limitations and conditions of the Contract and in accordance with the intent of the Plans.

AWWA - American Water Works Association

ASTM - American Society of Testing Materials

ANSI - American National Standards Institute

NEMA - National Electric Manufacturers Association

AASHTO - American Association of State Highways and Transportation Officials

Where these standard specifications are referred to this shall mean the latest revisions of these specifications.

SCOPE OF WORK

1. Intent of Plans and Specifications

(a) The intent of the plans and specifications is to prescribe a complete work which the Contractor undertakes to do in full compliance with the Contract. The Contractor shall do all work as provided in the plans, specifications and other parts of the Contract and shall do such additional, extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. Any work or material not shown on the plans or described in the Specifications but which may be fairly implied as included in any item of the Contract, shall be performed and/or furnished by the contractor without additional charge therefore. The Contractor shall furnish all labor, materials, tools, equipment, and incidentals, necessary to the prosecution of the work.

2. Increase or Decrease of Quantities

(a) The City reserves the right to alter the quantities of work to be performed or to extend or shorten the improvement at any time, when and as found necessary and the Contractor shall perform the work as altered, increased or decreased, at the Contract unit price. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract.

3. Alterations of Plans and Specifications

(a) The City reserves the right, at any time, to make such changes in the plans and the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.

4. Extra Work and Changes in Work

(a) Without invalidating the contract, the City may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the bid, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the City or its City Engineer, acting officially for the City, and the price is stated in such order.

(b) No changes in the work covered by the approved contract documents shall be made without having prior written approval of the City. Changes or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following method:

- 1) Unit bid price previously approved.
- 2) An agreed lump sum.
- 3) Cost reimbursement consisting of the actual cost of labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the works plus an amount to be agreed to cover the cost of general overhead and profit.

(c) No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the City Engineer, aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under terms of subsection (b) the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the City, give the City access to accounts relating thereto.

5. Cleaning Up

(a) Throughout the progress of the work, the Contractor shall keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and shall keep his materials and equipment in a neat and orderly manner. Immediately upon completion of any section of work and before payment therefor has been made he shall remove from the site all construction equipment, temporary structures, and debris and shall restore the site to a neat, workmanlike condition. Waste material shall be disposed of at locations satisfactory to the City Engineer.

(b) Where the Contractor has performed work on, or has made use of, private property for storage of materials or for other purposes, he shall obtain a satisfactory release from the owner of said property after completion of the work and the removal of all materials and equipment therefrom.

(c) After completion of all work contemplated under the Contract and before final payment thereon has been made, the Contractor shall make a final clean-up of the site of each separate part of the work; shall restore all surfaces to a neat and orderly condition; and shall remove all construction equipment, tools, and supplies therefrom.

6. Right-of-Way and Suspension of Work

(a) The City will furnish all land and right-of way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the City may have previously acquired and no claim for

damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the City be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make any claim for damage by reason of said delay, or to withdraw from the contract except by consent of the City; but the time for completion of the work will be extended to such time as the City determines will compensate for the time lost by such delay, such determination to be set forth in writing.

CONTROL OF WORK AND MATERIALS

7. Authority of the City Engineer

(a) The City Engineer shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. The City Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. The City Engineer's estimates shall be final and conclusive, except as otherwise expressly provided herein. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the City Engineer shall take precedence over the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

(b) The City Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute.

(c) Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the City shall be adjusted and determined by the City Engineer.

8. Safety and Health Regulations

(a) The Contractor shall comply with the Department of Labor Safety and health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) or any revisions thereto.

(b) These regulations are administered by the Department of Labor whose representatives shall be allowed access to the project for inspection, etc.

(c) The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours.

(d) The Contractor shall designate a competent employee to be responsible for complying with the duties enumerated in Subparagraph (c) above.

(e) The duty of the City Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures, in, or near the construction site.

9. Conformity with Plans

(a) All work shall conform to the lines, grades, cross-sections, details and dimensions shown on the plans. Any deviation from the plans which may be required by the exigencies of construction will be determined by the City Engineer and authorized by him in writing.

10. Existing Structures not Shown on Plans

(a) It is intended that the plans show the location of known existing surface structures. However, the location of many gas mains, water mains, conduits, sewers, etc., is unknown and the City assumes no responsibility for failure to show any or all of these structures on the plans or to show them on their exact locations. It is mutually agreed that such failure will not be considered sufficient basis for claims for extra work or for increasing the pay quantities, unless an obstruction encountered is such as to necessitate substantial changes in lines of grades or requires the building of special structures, provisions for which are not made in the plans, in which case the provisions in these specifications for extra work shall apply.

11. Subsurface Information

(a) The subsurface information shown in the plans, specifications, or boring reports are not intended as representatives or warranties but are furnished for information only. It is expressly understood that neither the City nor the City Engineer will be responsible for any inaccuracy or omission in the subsurface information provided nor for any deduction, interpretation, or conclusion drawn therefrom by the bidder/Contractor. The information is made available in order that the bidder/Contractor may have ready access to the same information available to the City and is not a part of this Contract. Bidders shall make their own interpretations and evaluation of this information and shall make other subsurface investigations as are necessary to make their bids. Contractors shall be fully responsible for performing the construction work under the subsurface and foundation conditions that are encountered.

12. Coordination of Plans and Specifications

(a) The plans and specifications are complementary and a requirement occurring in either of them is binding as if shown in both. In any conflict between plans and specifications the City Engineer shall make such corrections or interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications.

13. Shop Drawings

(a) The Contractor shall furnish to the City Engineer detailed shop drawings for work that is to be fabricated and equipment that is to be installed. Review of these drawings by the City Engineer shall not relieve the Contractor from meeting any and all requirements of the Plans and Specifications. These drawings shall show the principal dimensions of the materials or equipment to be furnished, foundation plans, number and position of all anchor bolts, together with the manufacturer's specifications, parts lists, descriptive literature and operating instructions. Materials shall not be fabricated nor equipment shipped until these drawings have been reviewed and accepted by the City Engineer. Review and acceptance of these drawings by the City Engineer shall not relieve the Contractor for the correctness of all dimensions and for the correct fitting of all parts or for the satisfactory installation and operation in service of all materials and equipment as specified.

(b) When submitted for the City Engineer's review, shop drawings shall bear the Contractors' Certification that he has reviewed, checked, and approved the shop drawings and that they are in conformance with the requirements of the Contract documents.

- (c) Portions of the work requiring shop drawings or sample submissions shall not begin until the shop drawings or submission has been accepted by the City Engineer.

14. Contractor's Obligation

(a) The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as other wise expressly specified herein, necessary or proper and complete all the work required by this contract, within the time specified herein, in accordance with the provisions of this contract and said specifications by this contract any and all supplemental plans and drawings, and in accordance with the directions of the City Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract and specifications, and shall do, carry on, and complete the entire work to the satisfaction of the City Engineer and the City.

(b) The contractor shall maintain a copy of the plans and specifications available on the work at all times.

(c) The Contractor shall give to the work the consistent attention necessary to facilitate the progress thereof and shall provide a competent superintendent on the work at all times who is fully authorized as his agent on the work. The superintendent shall be capable of thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the City Engineer or his authorized representative.

15. Construction Grades and Stakes

(a) The City Engineer will furnish the Contractor with bench marks and control points from which all lines, grades, and measurements necessary for the proper prosecution and control of the work shall be set by the Contractor. The Contractor shall satisfy himself as to the accuracy of all measurements before proceeding with the work. In the setting of batter boards the Contractor shall furnish all necessary material and labor. All stakes and markings set by the City Engineer for his own use or for the Contractor's guidance shall be scrupulously preserved by the Contractor. Any stakes or markings lost or destroyed by the Contractor's force through negligence shall be replaced by the City Engineer at the Contractor's expense when so ordered by the City Engineer.

16. Authority of Inspectors

(a) The inspectors employed by and working under the direction of the City Engineer shall have full authority to reject any defective materials or workmanship and to suspend any construction that is improperly performed, subject to the final decision of the City Engineer. Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of the plans and specifications nor to issue any instructions contrary thereto.

(b) The Contractor may request, and the City Engineer will issue written instructions on any important questions, which may develop in respect to the acceptance or rejection of materials or workmanship.

17. Quality of Materials and Equipment

(a) Only materials and equipment conforming to the requirements of these specifications shall be used in the work. All materials and equipment provided to the City of Jackson under the contract shall be new and unused and of recent manufacture. Recycled materials may be used where permitted by the specifications.

18. Samples and Tests of Materials

(a) Where required by the specifications or by the City Engineer, tests and/or inspection of materials incorporated in the work shall be performed by commercial laboratories accepted by the City Engineer. Tests, unless otherwise specified, shall be made in accordance with the latest standard methods of the American Society for Testing Materials.

(b) The costs of such tests, sampling and inspection shall be borne by the Contractor, who shall furnish evidence satisfactory to the City Engineer that the materials have passed the required tests and inspections prior to the incorporation of such materials into the work.

19. Storage of Materials and Equipment

(a) All materials and equipment intended for incorporation into the work shall be stored and protected in such a manner that will insure preservation of their quality and fitness for the work. Storage facilities shall be provided at the expense of the Contractor.

(b) The Contractor shall be responsible for loss, damage, or deterioration of materials and equipment caused by improper protection from weather or from other sources of damage.

20. Construction Review

(a) The City Engineer will review all phases of the work in progress. The Contractor shall furnish the City Engineer with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intents of the plans and specifications. Should any work be covered or hidden prior to the approval thereof by the City Engineer, it shall be uncovered for examination at the Contractor's expense.

21. Removal of Defective and Unauthorized Work

(a) Work performed without proper controls for lines and grades having been given; work performed beyond the lines or not in conformity with these specifications or with the grades shown on the plans or as given; work done without proper inspection of any extra or unclassified work performed without written authority and prior agreement in writing as to prices, will be performed at the Contractor's risk and be considered unauthorized, and, at the option of the City Engineer, may not be measured and paid for and may be ordered removed at the Contractor's expense.

(b) All work that has been rejected or condemned shall be removed and replaced at the Contractor's expense. Defective materials shall be removed immediately from the site of the work.

22. Test Period and Final Construction Review

(a) As each separate principal part of the work is completed it shall be immediately reviewed by the City Engineer. If it is found to be in substantial compliance with the plans and specifications, it shall be

tentatively accepted by the City Engineer. Thereafter, all such completed and accepted parts of the work shall be maintained in good condition by and at the expense of the Contractor until final acceptance by the City Engineer of all work covered by the Contract.

(b) After the principal operating parts of the work have been completed and tentatively accepted, they shall be operated simultaneously as a single unit by and at the expense of the Contractor, in the presence of the City Engineer, for a period of not less than ten (10) days. During the test period, the Contractor shall make all such repairs, adjustments and replacements as may be found necessary to develop the capacities and complete operating functions called for or implied in the specifications.

(c) Operation and maintenance work prior to and during the test period shall be by and at the expense of the Contractor and shall be continued until all work performed under the Contract has been formally accepted by the City.

(d) After the test period has been concluded and the construction of all work under contract has been completed the City Engineer, Contractor and a representative of the City shall make a joint final review of all phases of the work. If the work is not acceptable at the time of such review, the City Engineer will notify the Contractor of the defects which must be remedied before final acceptance can be made.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

1. Laws to be Observed

(a) The Contractor shall at all times, observe and comply with all Federal and State Laws and local ordinances and regulations which in any manner affects the conduct of the work and shall observe and comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work.

2. Permits and Licenses

(a) The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary and incidental to the due and lawful conduct of the work.

3. Patented Devices, Materials and Processes

(a) The Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City, unless otherwise specifically stipulated in the Contract Documents.

(b) If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any costs, expense or damage which it may be obliged to pay by

reason of such infringement at any time during the prosecution of the work or after completion of the work.

4. Sanitation

(a) The Contractor shall provide and maintain the necessary sanitary conveniences for the use of laborers on the work, properly secluded from public observation. Sanitary conveniences and practices shall comply with state and local regulations.

5. Public Conveniences and Safety

(a) Where the work is located in or near city streets, alleys, or rights-of-way, or highways the Contractor shall store construction materials and perform the work in such a manner as will provide reasonably adequate and satisfactory convenience for the general public and residents along the work.

(b) No street shall be closed without the permission of the Traffic Division of the Police Department, the City Engineer and the Fire Department having jurisdiction. Where traffic is diverted from the work the Contractor shall provide all materials and perform all work for traffic control and the construction and maintenance of all required temporary roadways and structures.

(c) Storage of materials and the work shall be arranged so that there shall be free access to all fire hydrants, valves, manholes, and other utility appurtenances.

(d) The Contractor shall take such precautionary measures in the performance of the work as will give maximum protection at all times to persons and property near the work.

6. Barricades and Warning Signals

(a) Where the work is located in or adjacent to any street, alley, or public place, the Contractor shall at his own expense furnish and erect such barricades, fences, lights, and danger signals and shall provide such watchmen as are required to protect persons, property and the work. Barricades shall be painted so as to be visible at night and shall comply with the MUTCD where applicable. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade. The Contractor shall be solely responsible for all damages to the work due to failure of barricades, signs, lights, and watchmen to protect it. The Contractor's responsibility for the maintenance of barricades, signs, lights, and watchmen shall not cease until the project has been finally accepted by the City.

7. Use of Explosives

(a) Should the Contractor elect to use explosives in the prosecution of the work, the utmost care shall be exercised so as not to danger life or property and the Contractor shall carry on such work in compliance with the applicable state and local laws and ordinances regulating the use of explosives. Where explosives are stored or kept, they shall be marked plainly, "Dangerous-Explosives". When explosives are used, the Contractor shall carry adequate blasting insurance.

8. Privileges of the Contractor in Streets, Alleys, and Rights-of-Way

(a) For the performance of the contract, the contractor will be permitted to occupy such portions of the public property as will not unduly restrict traffic or endanger the public.

9. Railway and Highway Crossings

(a) Where the road encroaches upon the right-of-way of any railway, public highway or other public utility, the City will obtain all easements or authority necessary to enter upon such right-of-way for the prosecution and completion of the work; but the contractor shall make all arrangements with the owner of the right-of-way; for the actual construction work and shall perform the work on or across the right-of-way in the manner and at the time agreed upon with the utility owner, and shall pay the costs thereof, including costs, if any, of temporary construction performed by the utility owner as a means of providing safe and continuous operation of its facilities during the construction period. The Contractor shall take extra precaution for the safety of the work, the utility owner's facilities and the general public as may be necessary, by sheeting, bracing, and thoroughly supporting the sides of any excavation and supporting and protecting any adjacent structures.

(b) Where required by any railway or highway owner, the Contractor shall post with the owner thereof any performance bond which may be required to guarantee the satisfactory replacement or repair of materials, paving, or grading within the right-of-way thereof.

10. Existing Gas Lines

(a) Gas lines for the transmission or distribution of natural, manufactured, or liquidated petroleum gas are dangerous to work around and can cause serious accidents. Accidents can be caused by direct damage to these gas main or service lines during construction or by settlement in the trenches, or settlement of structures after construction is completed. The Contractor shall take every possible precaution to minimize the hazards of working in proximity to gas lines and shall be solely responsible for any danger to them, for any injury to persons or damage to property arising from or caused by his operation.

(b) No excavation or other work shall be done by the Contractor within ten (10) feet of a high pressure gas transmission line until the owner of the gas line has been notified not less than 48 hours in advance of such work and until the gas line has been exposed sufficiently to determine its exact horizontal and vertical location. In addition, the owner of the gas lines shall be allowed to keep a qualified representative present while any construction work that could damage such line is being done.

(c) Where work is to be done, in areas served by medium and low pressure gas distribution systems, the owner of such system is to be notified by the Contractor not less than 24 hours before such work is started and such owner is given the opportunity to keep representative present during this construction work, or to locate and stake out all gas lines. In such case, the Contractor shall cooperate with the representative of the owner of the gas lines as to avoid damage to them.

(d) Should any gas main or service line or other gas facility be damaged during this construction work, the following minimum precautions shall be taken by the Contractor:

1. Immediately notify the owner of the gas facility of the nature and location of such damage.
2. Stop all construction work that could cause any further damage to the gas facilities or hazards to other persons or property.
3. Give adequate warning to any persons or property that could be injured or damaged and take necessary safety precautions.
4. Permanent repairs shall be made only by the owners of the gas facility. The inspector, or the City Engineer does not have the responsibility or authority to supervise or inspect repairs to damaged gas facilities.

- (e) No structure shall be constructed over or immediately adjacent to a gas pipe line or gas facility. Gas pipelines shall not pass through manholes or other structures.

11. Protection and Restoration of Property

(a) The Contractor shall not enter upon private property for any purpose without first obtaining permission from its owner and he shall be responsible for the preservation of, and shall use every precaution necessary to prevent damage to, all trees, shrubbery, fences, bridges, culverts, pavement, driveways, sidewalks, etc., and to all water, sewer, gas, telephone, and electric lines thereof, and to all other public or private property along or adjacent to the work. The Contractor shall notify the proper representative of any other public service corporation, any company or individual not less than 24 hours in advance of any work which might damage or interfere with the operation of their property, along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to his non-execution of the work or at any time due to defective work or materials.

(b) When and where any direct or indirect damage or injury is done to public or private property on account of any act, omission, neglect, or misconduct in the execution of the work or in consequence of the non-execution thereof on the part of the Contractor, he shall restore at his expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or he shall make good such damages or injury in an acceptable manner.

12. Public Utilities and Public Property to be Changed

(a) Where the proper accomplishment of the work requires that any property of privately-owned public utilities be cut, relocated, rebuilt, or otherwise disturbed in any way, the City shall, upon proper application by the Contractor, notify the utility owner to make the required changes. The Contractor prior to making application to the City, shall make all preliminary arrangements with the utility owner, including the scheduling of work. The City shall not be responsible for any delays in the accomplishment of the required changes on utility property by reason of the Contractor's failure to schedule the work properly or otherwise; and in no case shall the Contractor be allowed any claim for extension of time or additional compensation based on failure of the utility owner to make the required changes within the stipulated period of time.

13. Service Connections

(a) Where service connectors or lines from water mains or sewers to the user's premises are disconnected, broken, damaged, or otherwise rendered inoperative by the Contractor of any reason, he shall at his own expense, repair or replace same and restore service to the premises at the earliest possible time.

(b) Where service connections or lines from gas mains to the user's premises are disconnected, broken, damaged, or otherwise rendered inoperative by the Contractor for any reason, he shall immediately notify the user to cut off all gas appliances, and shall notify the gas utility. On no event shall the Contractor repair the service line or otherwise restore services to the premises.

14. Temporary Sewer and Drain Connections

(a) When existing storm or sanitary sewers are required to be taken up, moved, or rebuilt, the Contractor, at his own expense, shall provide and maintain temporary outlets and connections for all

private or public drains, sewer outlets connected to or served by the sewers to be rebuilt, and where necessary, shall provide adequate pumping facilities; and shall maintain these services until such time as the permanent sewers and connections are built and in service.

15. Water and Electricity

- (a) It shall be the responsibility of the Contractor to provide and maintain at his own expense an adequate supply of water and electricity required for work.
- (b) Electric power used through permanent electrical connections of the work for preliminary operation shall be paid for by the Contractor until final acceptance of the work by the City.

16. Use of a Section or Portion of the Work

- (a) Whenever, in the opinion of the City Engineer, any portion of the work or any structure is in suitable condition, it may be put into use upon written order of the City Engineer and such usage shall not be held to be in any way an acceptance of the work or structure or any part thereof as a waiver of any of the provisions of these specifications or contract. Pending final completion and acceptance of the work, all necessary repairs and renewals of any section of the work so put into use, due to defective materials or workmanship, to natural causes other than ordinary wear and tear or to the operation of the Contractor shall be performed by and at the expense of the Contractor.

17. Contractor's and Subcontractors Insurance

- (a) The contractor shall provide adequate insurance to protect the Contractor, his subcontractors, and the City, and the City Engineer against damage claims which may arise out of or result from the execution of the work whether such execution be by the Contractor, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.
- (b) The Contractor shall not commence work on the project until he has obtained all insurance required under this paragraph and such insurance has been accepted by the City, nor shall the Contractor allow any subcontractor to commence work until the insurance required on the subcontractor has been obtained and accepted.
- (c) All insurance policies shall include a clause which states, in effect, that the policy will not be canceled, modified, nor allowed to expire until ten (10) days written notice has been received by the City prior to such cancellation, modification, or expiration.
- (d) The Contractor shall furnish the City a certificate or certificates of insurance issued by an insurance company duly licensed to engage in the business of insurance in the State of Tennessee as evidence that the required insurance policies have been procured and are in force. The City of Jackson will be named as additional insured.

18. Responsibility of Liability for Claims (Contractual Indemnity)

- (a) In addition to the requirements to procure and maintain the insurance specified in Paragraph 17 hereof, the Contractor, also, to the fullest extent permitted by law, hereby specifically and distinctly agrees to indemnify, defend, and hold harmless the City or any of its employees, officers, or agents, the City Engineer as may act under the contract, from all suits, actions legal proceedings, claims, demands, costs, expenses, and attorney's fees (herein called claim) and from all expense in defending claims

including without limitation court cost, attorney's fees the amount of any judgments recovered, and any other expenses resulting from claims for bodily injury, sickness or disease including death resulting therefrom, sustained by any person and/or resulting from claims for injury to or destruction of property, including loss or use thereof, caused by arising from, incident to, connected with or growing out of the performance of the Contract, including without limitations, the act or omission of the Contractor and his agent, servants, or employees, and/or by any subcontractor and his agents, servants, or employees.

19. Contractor's Responsibility for the Work

(a) Until acceptance by the City Engineer as provided in these specifications, the work shall be under the charge and care of the Contractor and he shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or from any other cause whatsoever whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good, at his own expense, all injuries or damage to any portion of the work occasioned by any of the aforementioned causes before acceptance.

20. No Wavier of Legal Rights

(a) Construction review by the City Engineer or by any of his duly authorized representatives, any order, measurement or certificate by the City Engineer, any order by the City for payment of money, any payment for or acceptance of any work or any extension of time or possessions taken by the City, shall not operate as a wavier of any provisions of the Contract or any power therein reserved to the City or any rights of damages therein provided. Any wavier of any breach of contract shall not be held to be a wavier of any other or subsequent breach.

21. Subcontract and Assignments

(a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

(b) The Contractor shall not award any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require. All subcontractors shall carry insurance as specified in Paragraph 17.

(c) The Contractor shall be fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

(d) The Contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

(e) Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

(f) The Contractor shall not assign the whole or any part of this contract or any moneys due or to become due hereunder without written consent of the City. In case the Contractor assigns all or any part of any moneys due or to become due under this contract, the instrument of assignment shall contain a

clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

22. Time for Completion and Liquidated Damages

(a) The date of beginning and the time of completion of the work are essential conditions of the contract and the work embraced shall be commenced on a date specified in the work order or notice to proceed.

(b) The Contractor shall proceed with the work at such rate of progress to insure full completion within the contract time shown in the Special Conditions. It is expressly understood and agreed by and between the Contractor and the City that the contract time for completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

(c) If the Contractor shall fail to complete the work within the contract time, or extensions of time granted by the City, and there are actual damages to the City caused by such delay, the Contractor shall pay to the City, in lieu thereof, as fixed, agreed and liquidated damages an amount specified in the Special Conditions for each calendar day of delay until the work has been completed and accepted. The Contractor and his sureties shall be liable to the City for the total amount of such liquidated damages.

(d) The Contractor may not be charged liquidated damages when the delay in completion of the work is due to the following events or circumstances:

1. To any preference, Priority, or allocation order duly issued by the City.
2. To unforeseeable causes beyond the control and without the faults or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the City, acts of another Contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight, embargoes, and abnormal and unforeseeable weather.
3. To any delays of subcontractors occasioned by any of the causes specified in Items 1 and 2 of this paragraph.

(e) When completion of the work is delayed due to events of circumstances listed in Paragraph 22 (d) heretofore, the Contractor shall notify the City in writing, within seven (7) days from the beginning of such delay and may request an extension of time to complete the work. The Contractor will be notified of the action of the City on such request within a reasonable time.

23. Construction Schedule

(a) Within ten (10) days after date of Contract, the Contractor shall prepare and submit to the City for approval, a construction schedule showing the dates on which he proposes to start and complete each separate part of the work. When approved by the City, the construction schedule shall become a part of the contract and shall be adhered to as closely as practicable thereafter by the Contractor until such separate part of the work has been completed. The schedule may be revised from time to time as the work progresses by approval of both parties to the Contract; but approval by the City shall not be constructed in any way as a approval of an extension of the time of completion.

24. Prosecution of Work

- (a) The Contractor shall continually and diligently prosecute the work in such order and manner, and with an ample force of man and equipment that will accomplish the work in a safe and workmanlike manner.

25. Character of Workmen and Equipment

- (a) The Contractor shall comply with all federal, state and local laws, regulations and ordinances governing the employment of labor and the payment of wages thereto for work performed under this contract. In general, the Contractor shall give preference to qualified local residents but in no case shall he employ any person whose age or physical condition is such as to make his employment dangerous to the health or safety of himself or of others employed on the work.
- (b) All workmen shall have sufficient skill and experience to properly perform the work assigned to them. On any special or skilled work or in any trade, only qualified, careful and efficient mechanics shall be used.
- (c) Any employee of the Contractor who may be adjudged by the City to be incompetent, untrustworthy or otherwise undesirable, shall be removed from the work immediately upon request of the City and shall not be re-employed on the work thereafter.
- (d) The Contractor shall furnish such equipment as is considered necessary for the prosecution of the work in an acceptable manner and at satisfactory rate of progress.

26. Annulment of Contract

- (a) The contract may be annulled by the City for any of the following reasons: (1) Substantial evidence that the progress being made by the Contractor is insufficient to complete the work within the specified time; (2) Deliberate failure on the part of the Contractor to proceed with the construction of the work when instructed by the City Engineer or to observe any requirements of these specifications; (3) Failure on the part of the Contractor to promptly make good any defects in materials or construction that may be called to his attention by the City Engineer; (4) In case the Contractor becomes insolvent or is declared bankrupt, or allows any final judgment to stand against him unsatisfied, or shall make an assignment for the benefit of his creditors.
- (b) Before the Contract is annulled, the Contractor and his/her Surety will first be notified in writing by the owner of the conditions which make annulment of the Contract imminent. Fifteen (15) days after notice is given, if no effective effort has been made by the Contractor or his Surety to correct the conditions of which complaint is made, the City may declare the Contract annulled, and will notify the Contractor and his Surety accordingly.
- (c) Upon receipt of notice from the City that the Contract has been annulled, the Contractor shall immediately discontinue all operations. The City may then proceed with the construction in any lawful manner that it may elect, until it is finally completed. When thus finally completed, the total cost of the work will be computed, and if this total cost is greater than the Contract price, the difference shall be paid to the City by the Contractor or his Surety.

27. One Year Warranty

- (a) General Warranty for One Year after Completion of Contract; for a period of at least one year after the completion of the contract, the Contractor warrants the fitness and soundness of all work done

and materials and equipment put in place under the contract and neither the final certificate nor any provision in the contract documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibilities for faulty material or workmanship. The Contractor shall remedy any defects in the work 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 unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

28. Temporary Suspension

(a) The City Engineer shall have the authority to suspend the work wholly or in part for such period or periods of time as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work. The Contractor shall proceed with the work promptly when notified by the City Engineer to resume operations.

(b) The Contractor shall not suspend work without written authority from the City Engineer.

29. Termination of Contract

(a) The Contract will be considered fulfilled, except as provided in any bond or bonds or by law and the one year warranty specified herein, when all the work has been completed, the final inspection made, and final acceptance and final payment have been made by the City.

(b) After the final inspection and upon receipt of satisfactory evidence of payment for all labor and materials used in the work, the City Engineer will notify the City of Jackson Accounting Department in writing of his acceptance of the work performed under the Contract and of his recommendations in respect to the final payment to the Contractor.

30. Certified Public Weigher Law

The Contractor or materials supplier shall employ a Certified Public Weigher as defined in the Certified Public Weigher Law of 1981. All applicable materials shall be measured in accordance with the Certified Public Weigher Law of 1981 on State Certified scales. Weigh (haul) tickets shall be provided to the City Engineer for each load delivered to the job site.

31. Traffic Control

Traffic shall be directed through the project with such signs, barricades, devices, flagmen, and pilot vehicles as may be necessary, and which shall conform to the most recent edition of the Manual on Uniform Traffic Control Devices.

32. Safety

Safety precautions shall be used at all times during the progress of the work. As appropriate, workmen shall be furnished with hard hats, safety shoes, gloves, respirators, and any other safety apparel that will reduce the possibility of accidents.

All Occupational Safety and Health Act requirements shall be observed.

33. Resident Status

It shall be the Contractor's responsibility to insure that all persons employed under a contract with the City of Jackson, whether directly or by a subcontractor, are legal residents and be authorized to work in the United States of America.

34. Erosion and Sediment Control

The work shall be performed in compliance with Erosion and Sediment Control ordinances and policies outlined as follows: a) Erosion and Stormwater Control Municipal Ordinance Chapter 5, Section 14, b) Policy for Control of Erosion and Stormwater, City of Jackson, (available in the City Engineer's Office). The Erosion and Sediment Control Handbook prepared by the Tennessee Department of Environment and Conservation (Current Edition) shall be used as a guide and is available at the Tennessee Department of Environment and Conservation.

Any fine or penalty for failure to comply with federal, state or local erosion control ordinances or policies will be the responsibility of the Contractor. The contractor will also be required to obtain any licenses or permits that may be required by any governmental agency.

35. References to Safety

Any reference to "safety" in these Contract Documents does not impose upon the ENGINEER or OWNER, any duty, obligation or other contractual undertaking to administer the "safety" aspects of CONTRACTOR'S performance, or any other matter relating to the CONTRACTOR'S means, methods, techniques, sequences or procedures. CONTRACTOR'S contractual safety obligations and means and methods during construction are the sole responsibility of the CONTRACTOR and are not being administered, overseen or reviewed in any way by the ENGINEER or the OWNER in performing their contractual obligations.

MEASUREMENTS AND PAYMENT

1. Measurements of Quantities

(a) The determination of quantities of work acceptably completed under the terms of the Contract will be made by the City Engineer, based on measurements taken by him or his assistants. These measurements will be taken according to the United States standard measurements and in the manner specified in the construction specifications.

2. Scope of Payment

(a) The Contractor shall receive and accept as compensation, as herein provided, in full payment for furnishing all labor, materials, tools, equipment, and incidentals; for performing all work contemplated and embraced under the Contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for any unforeseen defects or obstructions which may arise during the prosecution of the work and before its final acceptance by the City; for all risks connected with the prosecution of the work; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications

(b) Any materials or work covered by partial estimates shall, upon payment become the sole property of the City; however, the payment of any partial or periodical estimates prior to final acceptance of the work by the City shall in no way constitute an acknowledgment of the acceptance of the work nor in any way prejudice or effect the obligation of the Contractor to repair, correct, renew, or replace, at his own expense, any defects or imperfections in the construction or in strength or quality of the material used in the construction of the work under the Contract.

3. Payment for Extra Work

(a) Extra work shall be performed by the Contractor only after the execution of written change orders and authorization by the City Engineer. Payment for extra work performed by the Contractor will be made at the agreed prices stated in the change orders. Such payments will be made after completion of the work by the Contractor and acceptance by the City Engineer. All extra work shall be subject to all other conditions of the contract.

4. Partial Payments

(a) At the end of each calendar month during the life of the Contract, the City Engineer will prepare an estimate of the quantities of work completed and of the total amount due therefore. Once a month the City will make a partial payment to the Contractor equivalent in amount to the value of all work performed at the end of the preceding calendar month, less five (5) percent of such amount to be retained, less previous payments. The retained amounts shall be held by the City until final completion and acceptance of all work contemplated under the Contract, at which time the retained amounts and other documents then due shall be paid in full.

(b) In the preparation of monthly partial pay estimates accounts may be taken, if specifically approved by the City, of materials delivered to the site of work but not yet incorporated into the work.

5. Final Payment

(a) When the work provided by the Contractor has been completely performed and all parts of the work have been approved by the City Engineer and accepted by the City, a final estimate will be prepared which shows the total cost of the work performed under the Contract, including extra work as authorized by change orders, the total amount retained and the total amount paid on previous partial estimates. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. All pay estimates will be reviewed for correctness by the City Engineer and approved by the City before payment.

(b) The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the City and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this contract or the Performance and Payment Bond.

(c) The final payment will be made to the Contractor as soon as practicable after final acceptance by the City.

6. City's Right to Withhold Payment

(a) The Contractor agrees that he will indemnify and save the City harmless from all claims growing out of lawful demands of subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies incurred in the furtherance of the performance of the Contract. The Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails to do so, then the City may, after having served written notice on the said Contractor, either pay unpaid bills, of which the City has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the City shall be deemed the agent of the Contractor, and any payment so made by the City shall be considered as a payment under the contract by the City to the Contractor and the City shall not be liable to the Contractor for any such payment made in good faith.



TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Unless otherwise noted, this project shall be constructed in accordance with, and all materials shall be in compliance with, Division II and Division III of the Tennessee Department of Transportation "Standard Specifications for Road and Bridge Construction" (TDOT Specifications), dated January 1, 2015, including any Supplemental Specifications or Special Provisions contained herein.

Whenever used in the TDOT Specifications, Supplemental Specifications, or Special Provisions, the following terms shall be defined as follows:

Commissioner – The City Engineer for the City of Jackson, Tennessee or his duly authorized representative.

Department – The City of Jackson, Tennessee Engineering Department.

Engineer- The City Engineer for the City of Jackson, Tennessee or his duly authorized representative.

SUPPLEMENTAL SPECIFICATIONS

The following Supplemental Specifications have been issued by the Tennessee Department of Transportation for purposes of modifying or amending the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction dated January 1, 2015. These Supplemental Specifications are incorporated into the requirements for this project by reference without further repetition, subject to the modifications to the definitions noted in the "Technical Specifications" section and any Special Provisions contained in the Project Manual. Copies of these Supplemental Specifications are available from the Tennessee Department of Transportation.

<u>Supplemental Specification No.</u>	<u>Revision Date</u>
200SS	12/30/2019
300SS	12/30/2019
400SS	12/30/2019
500SS	12/30/2019
600SS	12/30/2019
700SS	12/30/2019
900SS	12/30/2019

Special Provision
Regarding
On-Call Pavement Marking Maintenance

General

The work under this contract will consist of placement and/or retracing pavement markings in the City of Jackson. Work assignments will be issued on an occasional basis as work orders to perform work at one or more locations when needs are identified. Work orders under this contract may be issued up to one (1) calendar year from the effective date of the contract. This contract will be for a one-year period with 4 one-year options to renew.

***Qualification**

Contractor must maintain active qualification on the TDOT prequalified contractors list for Pavement Marking (PVMK)

Scope of Work

The work to be performed under this contract is generally described as follows:

1. Install temporary traffic control in accordance with the Manual on Uniform Traffic Control Devices (latest edition). Revise temporary traffic control as required based on sequencing of work.
2. Perform work as outlined in work orders as issued by City of Jackson. Work may include, but is not limited to, the following:
 - a. Installation of new pavement markings.
 - b. Retracing existing pavement markings
 - c. Removal of pavement markings.
 - d. Installation of snow plowable pavement markers.

Special Conditions

The following Special Conditions apply to all work performed under this contract:

1. Work required under this contract will be on an as-needed basis. Work orders will be issued by the City of Jackson for loop repairs when needs are identified.
2. When a work order is issued, the Contractor shall mobilize to the site and begin work within 14 calendar days of the date of receipt of the work order.
3. Estimated quantities shown on the Bid Form are provided for bid comparison only. Actual quantities of work performed over the duration of this contract may vary. No minimum quantity of work is guaranteed for any of the bid items. No minimum dollar amount of work for the contract as a whole is guaranteed.
4. Estimated quantities, when provided for a particular work order, are approximate and may vary based on conditions encountered in the field.

Material and Construction Requirements

Requirements for materials and construction under this contract shall be as follows:

1. All materials, equipment, and construction requirements shall be in accordance with Tennessee Department of Transportation (TDOT) Standard Specifications for Road and Bridge Construction (current edition) **Section 716-Pavement Marking**

END

ACKNOWLEDGE RECEIPT OF ALL ADDENDA INFORMATION

Addendum I_____

Addendum VI_____

Addendum II_____

Addendum VII_____

Addendum III_____

Addendum VIII_____

Addendum IV_____

Addendum IX_____

Addendum V_____

Addendum X_____

The attached specifications are written merely as a guideline with desired features and not to favor any specific brand or manufacturer.