

City of Bristol, Tennessee
P.O. Box 1189
Bristol, Tennessee 37621-1189

INVITATION TO BID

Bid Reference No. 18012

June 8, 2018

Competitive sealed bids will be received by the City of Bristol, Tennessee for the following:

**ASPHALT IN-PLACE:
BITUMINOUS CONCRETE, IN-PLACE
BITUMINOUS SAND-GRAVEL BINDER COURSE, IN-PLACE
COLD PLANING SERVICES**

Bids will be accepted in the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620 until **June 22, 2018 at 2:00 p.m.**, prevailing local time, at which time the bids will be publicly opened and read. Include the bid reference number on the bid envelope.

Contact Wes Ritchie at 423-989-5685 if you have technical questions. Contact Crystal Key at 423-989-5528 if you have any questions regarding the bidding process.

City of Bristol, Tennessee
Invitation to Bid

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City of Bristol, Tennessee
Invitation to Bid

INSTRUCTION TO BIDDERS

1. Each bid must be signed by the bidder with his/her original signature on the Bid Pricing Sheet for consideration. Bids by a Partnership must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Bids by Corporations must be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or person authorized to legally bind the corporation.
2. Bids must be received prior to the specified time of closing as designated in the invitation. Bids received late will be returned unopened to the bidder.
3. Envelopes must be sealed when submitted and must be properly noted with the bid reference number and the description of the bid item. Separate bids must be submitted for each reference number. The City will not be held responsible for the premature opening of unmarked envelopes if sent through regular mailing system. Facsimile transmissions of bidding documents will not be accepted.
4. Bids containing erasures or corrections thereon will be rejected unless said erasures or corrections are noted over the initials or signature of the bidder.
5. Bids may be submitted on any one item or any group of items unless otherwise stated herein. The unit price must be shown for each item or group of items as requested.
6. References in the *Description of Requirements and Specifications* describing the material, supplies, or services required of a particular trade name, catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type of material or supplies or nature of the work described. They should not be construed as excluding offers on other type of materials and supplies or of performing the work in a manner other than specified. However, the bidders attention is called to Paragraph 6 of the *General Conditions* which must be strictly adhered to.
7. All bids shall remain valid for a period of sixty (60) days after bid opening unless a longer period is otherwise stated herein.
8. Bids are to be mailed to or delivered to the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620. One original and one copy of each bid proposal must be submitted for review, unless otherwise stated.
9. The City of Bristol is tax-exempt and sales taxes are not to be included on the bid. Any bid including sales taxes will be adjusted at the time of the bid opening. The City's sales tax exemption number will be provided to the successful bidder.

INSTRUCTION TO BIDDERS (CONTINUED)

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10. In the event bidder fails to honor bid, they will be declared non-responsible and removed from future bid opportunities. If bidder is submitting equipment from current inventory, the bid must be valid for a period of sixty (60) days after bid opening and cannot be subject to prior sale provisions.

11. In accordance with T.C.A. 62-6-119 all contractor license information, including electrical, plumbing, and HVAC must be listed on the outside of the bid envelope for projects of \$25,000 or more. All masonry contractor information must be included for masonry portions of a project exceeding \$100,000. In order to comply, list the **name of the project, contract number, name, address, and contractor's license number of the Bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening**. All contractor information must be included for any of the above types of contractors. If this information is not listed, the bid will be deemed non-responsive.

- End of Section -

City of Bristol, Tennessee
Invitation to Bid

GENERAL CONDITIONS

1. The City of Bristol reserves the right to reject any and all bids or parts thereof, and unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern. Bid pricing should be stated in both words and numbers. In the case of a discrepancy, the price in words will govern. The City also reserves the right to waive informalities on all or any part of any bid as deemed to be in the best interests of the City.
2. The purchaser is a municipality and invoices are processed for payment not less than twice a month. It shall be understood that the cash discount period will be extended to the date that invoices are paid. Payment will commence or be made in full after delivery and/or completion of the project and acceptance of equipment. All documents, invoice, title and exception certificate shall be presented to the Purchasing Department, 801 Anderson Street, Room 204, Bristol, Tennessee 37620.
3. In case of default by the bidder or contractor, the City of Bristol may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
4. All prices quoted shall be United States currency. Prices shall be stated in units of quantities specified.
5. Prices quoted, unless otherwise stated by bidder, will be considered as being based on delivery to destination as designated and to include any charges for packing, crating, containers, etc., and being in strict accordance with specifications as shown.
6. Whenever a reference is made in the specifications or in describing the materials, supplies or services required, or a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal by the bidder.
7. It is the intent of these specifications to secure and to insure the delivery of the specified unit(s) complete and ready to withstand the service and continuous use encountered by the City in the course of the work for which the unit(s) is/are intended. Omission of any essential detail from these specifications does not relieve the supplier from furnishing such unit.

GENERAL CONDITIONS (CONTINUED)

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8. The bidder, by executing a contract or bid proposal on the terms of the invitation to bid, warrants the product that is supplied to the buyer shall remain fully in accordance with the specifications and to be of the highest quality. All bids must be for new equipment. This provision excludes surplus, used or demonstrator products unless so stated in the specifications.
9. In the event the product as supplied to the buyer is found to be defective or does not conform to the specifications, the buyer reserves the right to cancel the order upon written notice to the supplier and return such product to the supplier at the supplier's expenses.
10. All parts not specifically mentioned herein, but which are necessary in order to furnish complete materials and installation shall be supplied by the bidder. Each product furnished to the City shall conform to the best known practices for the most recent unit.
11. If a bidder has any exceptions to these specifications, such exceptions must be stated in writing and describe in detail what is proposed to be furnished in lieu of the specified requirements. When the detailed specifications require specific brand names, model numbers, dimensions or capacities of components, it is because they have been carefully selected and specified for the intended service due to their reliability and/or availability of replacement parts on a local basis.
12. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the City against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the City from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his servants, or agents.
13. It is the policy of the City of Bristol, Tennessee to ensure equal opportunity in all aspects of its programs and services without regard to race, color, sex, or national origin under Title VI of the Civil Rights Act of 1964. This policy applies to the administration of programs, facilities, benefits, or services that receive assistance from the Federal government. During the performance of this contract, the successful vendor agrees as follows:
 - A. To comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereafter referred to as "Regulations") as they may be amended.

GENERAL CONDITIONS (CONTINUED)

Page 3

- B. To ensure nondiscrimination on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and lease of equipment. The vendor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
 - C. That during solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subcontract, including procurement of materials or lease of equipment, all potential subcontractors be notified by the vendor of their obligations under this contract and Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
 - D. That all information and reports required by the Regulations be readily accessible by the City of Bristol, Tennessee or the Tennessee Department of Transportation as may be pertinent to ascertain compliance with the Regulations.
 - E. That in the event of noncompliance with the nondiscrimination provisions of the contract, the City shall impose contract sanctions as it or the Tennessee Department of Transportation may determine to be appropriate, including but not limited to:
 - 1. Withholding payments until compliance is made, and/or
 - 2. Cancellation, termination, or suspension of the contract, in whole or in part.
 - F. That the vendor includes these provisions in all subcontracts, including procurement of materials and leases of equipment.
14. Samples, when requested, must be furnished free of expense prior to the opening of bids and if not destroyed will, upon request, be returned at the bidder's expense.
15. Terms and conditions, unless stated otherwise herein, are to be effective for one year from the date of bid acceptance by the City Council.
16. All federal, state, and local law requirements must be followed.
17. The City accepts responsibility of merchandise upon receipt at the City's delivery point unless otherwise noted herein.
18. The City reserves the right to purchase more or less of the Bid Items at the unit price listed on the Bid Pricing Sheet.

GENERAL CONDITIONS (CONTINUED)

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19. Special Conditions, if any, are enclosed and listed in the Table of Contents. A conflict between *Special Conditions* and *General Conditions* shall be construed in favor of the *Special Conditions*.
20. The Description of Requirements and Specifications for the procurement are enclosed herewith.
21. The specifications set forth are the minimum that are acceptable. The City of Bristol reserves the right to consider differences or variations in the character, quality or workmanship of the items offered, to reject any or all bids, and to accept any bid that it may deem to be in the best interest of the City.

- End of Section –

City of Bristol, Tennessee

SPECIAL CONDITIONS

ASPHALT IN-PLACE

The successful contractor shall secure and maintain at all times worker's compensation insurance in accordance with Tennessee law during the performance of the services or work provided for in the contract. A certificate of such insurance shall be furnished to the City prior to contract commencement. The contractor shall verify worker's compensation insurance coverage for all subcontractors or shall contractually assume total responsibility for worker's compensation benefits of uninsured subcontractors and shall furnish the City satisfactory evidence thereof.

The contractor shall secure and maintain insurance as indicated on the Insurance Checklist at all times during the performance of the services or work provided for in the contract. Such policy shall name the City of Bristol, Tennessee as additional insured. The City reserves the right to reduce the minimum coverage requirement based on the scope of the work to be performed.

The contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state, and local governments. The contractor shall hold the City harmless against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of the contractor's activities or omissions on the City's property or arising out of or resulting from the services for work provided for in the contract, including, without limitation, fines and penalties, violations of federal, state or local laws, or regulations promulgated there under, personal injury, wrongful death or property damage claims by any and all persons, including employees of the contractor.

Bids shall be accompanied by a cashier's check or Bid Bond in the total amount of five (5) percent of the total proposal, payable to the City of Bristol, Tennessee. The successful bidder will be required to furnish an acceptable Performance Bond and Payment Bond, in the amount of the estimated work to be done. The City will consider, upon request from any bidder, the approval of the substitution of a Payment Bond or a Performance Bond with a certified or cashier's check payable to the City of Bristol, Tennessee for one hundred (100) percent of the value of the appropriate bond.

City of Bristol, Tennessee
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

ASPHALT IN-PLACE

1.0 GENERAL

- 1.1** The City of Bristol, Tennessee is requesting sealed bids on bituminous paving that will meet the specifications as listed below. Bid price shall include placement of a “Tack Coat” prior to installation of surface paving or a “Prime Coat” prior to installation of base paving. Bidders should note that the tonnage listed on the *Request for Quotation* is approximate and is subject to change. Bidders should also note that all prices quoted shall remain firm for the delivery period of July 1, 2018, through June 30, 2019, subject to the liquid asphalt price escalation clause stated below.
- 1.2** Each bid shall be accompanied by a certified letter from the asphalt manufacturer’s liquid asphalt supplier giving the grade and price per ton of liquid asphalt to be furnished in accordance with these specifications. If the liquid asphalt tonnage price increases or decreases by more than 10% within the contract period, the successful bidder shall submit a certified letter from their supplier to the City of Bristol, Tennessee, Purchasing Agent setting forth the price per ton increase or decrease. The City shall reimburse the successful bidder for the incremental amount of the price per ton increase, and likewise, shall apply a deduction for the incremental amount of the price per ton decrease beginning from the date of the price change and continuing to the end of the contract period. No other price increase for labor, material or other items in the contract will be considered.
- 1.3** This contract is for a one-year period from July 1, 2018, to June 30, 2019. Should both parties be in agreement, the contract may be renewed on an annual basis in one (1) year increments up to a total three (3) years if all terms, conditions, and prices (subject to escalation/de-escalation) remain unchanged.
- 1.4** For the purpose of this bid, the bidder should assume the pavement thickness for surface paving is a minimum of one and one-half (1½) inches of compacted pavement at the density required in the applicable specification. The pavement thickness for base paving is assumed a minimum of three (3) inches of compacted pavement at the density required in the applicable specification.
- 1.5** For the purpose of this bid, the bidder should assume an average cold planing depth of two (2) inches.

- 1.6 The City will be performing field inspections on placement of the asphalt including but not limited to temperature testing, verification of weight tickets by portable scales, plant inspections, in place density testing and asphalt mix testing.
- 1.7 A certified mix design must be submitted to the City by the asphalt manufacturer for approval. Placement of asphalt without an approved mix design will not be allowed. Weight tickets must be provided to the City by the Contractor at the time of delivery of the asphalt to the construction site.

2.0 MATERIAL SPECIFICATIONS

- **Prime Coat** installation and material shall meet all requirements of the latest version of the *Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 402.*
- **Tack Coat** installation and material shall meet all requirements of the latest version of the *Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 403.*
- **TDOT Bituminous Plant Mix Base (Hot Mix)** shall be Grade “B”. The installation and material shall meet all requirements of the latest version of the *Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 307.*
- **TDOT Asphaltic Concrete Surface (Hot Mix)** shall be Grade “D and E”. The installation and material shall meet all requirements of the latest version of the *Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 411.*
- **Cold Planning of Bituminous Plant Mix Pavements** shall meet the requirements of the latest version of the *Tennessee Department of Transportation, Standard Specifications for Road and Bridge Construction, Section 415.*

City of Bristol, Tennessee
BID PRICING SHEET

Bid Reference No. 18012

ASPHALT IN-PLACE

Total Price: \$ (see attached pricing chart)

Non-Collusive Bid Statement: The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated by any such person prior to the official opening of the bid.

Signature of Authorized Official

Name and Title (Printed)

Legal Name of Business

Physical Address

Mailing Address

Telephone Number

Fax Number

Email

Date

REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Bidder: _____

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 Iran investment activities list created pursuant to T.C.A. § 12-12-106.

Name of & Title of Signer
(Print or Type): _____

Signature: _____

Date: _____

Complete and return with bid package.

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

The purpose of this request is to provide statistical information related to Title VI regulations. This is a VOLUNTARY disclosure. The information requested pertains to the company owner.

Race: White/Caucasian
 Black/African American
 Hispanic
 Asian
 American Indian and Alaskan Native
 Native Hawaiian or other Pacific Islander
 Other

Gender: Male
 Female

This form will be maintained on file in the Purchasing Department for review by the City of Bristol, Tennessee and the Tennessee Department of Transportation Title VI Compliance Office.

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

Comes the affiant after having first been duly sworn and testifies as follows:

1. My name is _____. I hold the principal office of _____ (Name of principal office) for _____ (Name of bidding entity).

2. _____ (Name of bidding entity) has submitted a bid to the City of Bristol, Tennessee for _____.

3. _____ (Name of bidding entity) has more than five (5) employees.

4. In accordance with *Tennessee Code Annotated* Section 50-9-113, this is to certify that _____ (Name of bidding entity) has in effect at the time of submission of its bid for the above-referenced projects, a drug-free workplace program that complies with Title 50, Chapter 9 of the Tennessee Code.

5. This affidavit is made on personal knowledge.

Further the affiant saith this ____ day of _____, 20 ____.

(Signature of affiant)

(Title of affiant)

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

(Signature of notary public)

My commission expires _____

NOTE: This affidavit is to be attached to the Bid Form at the time of submission.

City of Bristol, Tennessee
Insurance Checklist

REQUIRED COVERAGE (marked by "X")

MINIMUM LIMITS

- 1. Worker’s Compensation (proprietor/partners/executive officers exclusion not allowed) – Statutory limits of Tennessee and Employer’s liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit.
- 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 3. Automobile Liability & Owned /Hired/Non-Owned Vehicles \$1,000,000 BI/PD each accident, Uninsured motorist.
- 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 million annual aggregate.
- 7. Personal and Advertising Injury Liability \$1,000,000 each offence, \$1 million annual aggregate.
- 8. Umbrella Liability \$1,000,000 BI/PD/PI.
- 9. Per Project Aggregate.
- 10. Professional Liability.
 - a. Architects and Engineers \$1,000,000 per occurrence/claim.
 - b. Asbestos Removal Liability \$2,000,000 per occurrence/claim.
 - c. Medical Malpractice \$1,000,000 per occurrence/claim.
 - d. Medical Professional Liability \$1,000,000 per occurrence/claim.
- 11. Miscellaneous E & O \$1,000,000 per occurrence/claim.
- 12. Motor Carrier Act End. (MCS-90) \$1,000,000 BI/PD each accident, Uninsured Motorist.
- 13. Motor Cargo Insurance.
- 14. Garage Liability \$1,000,000 BI/PD per occurrence.
- 15. Garage keepers liability \$500,000 Comprehensive, \$500,000 Collision.
- 16. Inland Marine-Bailee’s Insurance \$ _____

INSURANCE CHECKLIST (CONTINUED)

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- ___ 17. Moving and Rigging Floater Endorsement to CGL.
- ___ 18. Dishonesty Bond \$ _____
- ___ 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract.
- ___ 20. XCU Coverage Endorsement to CGL.
- X 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent.
- X 22. Notice of cancellation, non-renewal or material changed in coverage shall be provided to City at least 30 days prior to action. Worker's Compensation notification shall be 10 days prior to action.
- X 23. The City of Bristol shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability.
- X 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- ___ 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

I have reviewed the above requirements with the bidder named below. The bidder has coverage with this agency for all of the areas marked with the exception of the following numbers:

Comments: _____

Is Professional Liability excluded under General Liability? Yes___ No___

Is Contractual Liability excluded under Comm. General Liability? Yes___ No___

Is Independent Contractors excluded under Comm. General Liability? Yes___ No___

Carrier ratings: Insurer A_____; Insurer B_____; Insurer C_____; Insurer D_____

AGENCY NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

CONTRACTOR'S STATEMENT:

I have reviewed the above requirements with my insurance agent(s) and, if awarded a contract, will provide all coverage's marked.

CONTRACTOR'S NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

Bid Number: **18012** Bid or Project Name: **Asphalt In-Place**

This form and the General Contract Form must be completed and returned with the submitted bid.

- End of Section-

City of Bristol, Tennessee
General Contract Form

Purpose

The General Contract Form is included in every solicitation requiring insurance. The general requirements of the contract form are supplemented by items checked on the Insurance Checklist that identify specific requirements for the bid or project.

Insurance

Review this section carefully with your insurance agent or broker prior to submitting a bid or proposal. See Insurance Checklist (part of the Bid Forms) for specific coverage applicable to this contract. The term “Contract” as used in this section shall mean the Agreement covering the work that is entered into between the City of Bristol, Tennessee and the Contractor.

General Requirements

1.1 The Contractor shall not start work under this contract until the Contractor has obtained at its own expense all of the insurance called for hereunder and such insurance has been approved by the City; nor shall the Contractor allow any subcontractor to start work on any subcontract until all insurance required of the subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Contractor will be granted only after submission to the Purchasing Agent of original, signed Certificate(s) of Insurance, General Contract Form, and Insurance Checklist or, alternately, at the City’s request, certified copies of the required insurance policies.

1.2 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Contractor, or the surety, or its bond, from any liability or obligation imposed upon either or both of them by the provisions of the Contract Documents.

1.3 The City of Bristol, Tennessee (including its elected and appointed officials, agents, and employees) is to be named as an additional insured under all coverage except Worker’s Compensation and Automobile Liability, and the Certificate of Insurance or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees. The following definition of the term “City” applies to all policies issued under the contract:

“The City of Bristol, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority.”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document.

1.5 The Contractor covenants to save, defend, hold harmless and indemnify the City of Bristol, Tennessee together with its various departments, elected or appointed officials, employees, officers, counsel, agents, and any and all other persons or entities acting on behalf of the same (collectively the City) from and against any and all claims of any sort based upon any theory of liability whatsoever, for any and all harm, loss, damage, injury, cost (including court cost and attorney fees) charges, or other liability of any nature whatsoever, however caused, resulting from or arising out of or in any way connected with the contractors performance or non-performance of the terms of the contract documents or its obligations under the contract based upon any theory of liability whatsoever, including claims brought by third persons, and further covenants to discharge all of the aforesaid persons and entities and forever hold them harmless from the same. The foregoing obligation to indemnify and defend shall continue in full force and effect after the aforesaid contractor completes all of the work required under the contract, until such time as the applicable statutes of limitation or repose have expired.

1.6 The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work, until final acceptance of the work by the City.

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination.

1.8 Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the City from supervising or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors and any persons employed by the subcontractor.

1.9 Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be as fully responsible to the City for acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by the Contractor.

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees, and

shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be held responsible for any damage to property occurring by reason of its operation on the property.

1.11 If a Contractor cannot meet the insurance requirements contained in a bid, proposal, or project description, alternate insurance coverage may be considered. Written requests for consideration of alternate coverage must be received by the Director of Purchasing at least ten working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternate coverage, the specified coverage will be required to be submitted. If the City permits alternate coverage, an amendment to the Insurance Requirement will be prepared and distributed prior to the time and date set for receipt of bids or proposals.

1.12 All required insurance coverage must be acquired from insurers authorized to do business in the State of Tennessee, and acceptable to the City. The insurers must also have policyholders' rating of "B++" or better, and a financial size of "Class V" or better in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception in the same manner as described in 1.11 above.

1.13 The City may consider deductible amounts as part of its review of financial stability. The Contractor shall assume all deductibles.

Contractor's Insurance – Occurrence Basis:

2.1 The Contractor shall purchase the following insurance coverage, including the terms, provisions and limits shown in the Checklist:

Commercial General Liability – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:

General aggregate limit is to apply per project;

Premises/Operations;

Action of Independent Contractors;

Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;

Personal Injury Liability including coverage for offenses related to employment;

Explosion, Collapse, or Underground (XCU) hazards.

Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

Worker's Compensation – statutory benefits as required by the State of Tennessee, or other laws as required by labor union agreements, including standard Other States coverage; Employers' Liability coverage.

Commercial General or other Liability Insurance – Claims-made Basis:

If Commercial, General or other liability insurance purchased by the Contractor has been issued on a claims-made basis, the Contractor must comply with the following additional conditions. The limits of liability and the extensions to be included as described in the Checklist remain the same. The Contractor must either:

- i. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. Such certificates shall evidence a retroactive date, no later than the beginning of the Contractors or subcontractors' work under this contract, or
- ii. Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

Alternative Coverage (Self Insurance)

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required, provided that the alternative coverage is acceptable to the City.

Limits of Liability Coverage

Specific limits of liability coverage on the Insurance Checklist may be adjusted according to project risk if the adjustment is deemed appropriate and the amended amount is approved by the City Manager.

Verification of Compliance

I have read this General Contract Form and agree to all the terms and conditions contained therein.

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with the submitted bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____, as Principal, and
_____, as Surety, are hereby
held and firmly bound unto the City of Bristol, Tennessee, as Owner, in the penal sum of:

_____ Dollars and
_____ Cents (\$ _____) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to
the City of Bristol, Tennessee a certain BID, attached hereto and made a part hereof, to enter into
a contract in writing for the construction of _____
_____ for the City of Bristol, Tennessee.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extension.

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

Principal

By: _____ (FIRM NAME)
 _____ (SIGNATURE)
 _____ (PRINTED NAME)

Address: _____

BID BOND (CONTINUED)

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Surety

By: _____ (FIRM NAME)
_____ (SIGNATURE)
_____ (PRINTED NAME)
Address: _____

NOTE: A copy of the Power of Attorney of the Surety's Principal is required, and the amount of the bond must not be less than five (5) percent of the amount of bid.

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

- End of Section -

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

and _____

(Name of Surety)

(Address of Surety)

hereinafter called "Surety," are held and firmly bound unto

City of Bristol, Tennessee
P. O. Box 1189, Bristol, Tennessee 37621-1189

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

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

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

PERFORMANCE BOND (CONTINUED)

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

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

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

WITNESSES:

BY: _____
Principal

Address

WITNESSES:

(SEAL)

BY: _____
Surety

Attorney-in-Fact

NOTE: A copy of the Power of Attorney of the Surety's Principal is required.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

and _____
(Name of Surety)

(Address of Surety)

hereinafter called "Surety," are held and firmly bound unto

City of Bristol, Tennessee
P. O. Box 1189, Bristol, Tennessee 37621-1189

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

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

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

PAYMENT BOND (CONTINUED)

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

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

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

WITNESSES:

BY: _____
Principal

Address

WITNESSES:

(SEAL)

Surety
BY: _____
Attorney-in-Fact

NOTE: A copy of the Power of Attorney of the Surety's Principal is required. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.