

BID SOLICITATION



City of Chattanooga
101 East 11th Street, Suite G13
Chattanooga TN 37402

BID OPENING DATE AND TIME:
09/08/2009 2:00 PM
BID NUMBER: B0006291

SEALED BIDS
Mail or submit two (2) signed copies of bid form to this office in the enclosed envelope. Retain one copy for your file.

BUYER: Partridge, Dedra
PHONE #: (423) 757 - 5184 ext.
DELIVERY REQUIRED: 09/08/2009 2:00 PM

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101 East 11th Street, Suite G13
Chattanooga TN 37402

Item	Class-Item	Quantity	Unit	Unit Price	Total
	Requisition No.: R0126216 Ordering Dept.: Public Works/Administration Buyer/Phone No.: Dedra Partridge/(423) 757-5066 ***** This shall be a twenty-four (24) month requirements contract for the purchase of sidewalk lighting and luminaires (including replacement parts). ***** ATTACHMENTS: Special Conditions & Technical Specifications Affirmative Action Plan Requirements for Insurance Coverage Price Changes City of Chattanooga (COC) Terms and Conditions posted on Website http://www.chattanooga.gov/finance/66_standardtermsandconditions.htm If you can't download call buyer for a copy. ***** *** BIDS MUST BE RECEIVED NO LATER THAN *** *** 2:00 PM EST on September 8, 2009 *** ***** NOTE: ALL BIDS MUST BE SIGNED All bids received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Bidder acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated. ***** Delivery: Freight/Ship Charge? Yes___ No___ Bid As Specified? Yes___ No___ *****				

NOTE: ALL BIDS RECEIVED ARE SUBJECT TO THE TERMS AND CONDITIONS.

ALL BIDS MUST BE SIGNED: The undersigned offers the above quoted prices under the conditions contained herein.

The City is Exempt from all Federal and State Tax.
Bids will be received at the above mentioned address.

COMPANY: _____

TERMS OF PAYMENT: _____

SIGNATURE: _____

TELEPHONE NUMBER: _____

NAME AND TITLE: _____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.</p> <p>The City of Chattanooga reserves the right to reject any and/or all bids, waive any informalities in the bids received, and to accept any bid which in its opinion may be for the best interest of the city.</p> <p>The City of Chattanooga will be non-discriminatory in the purchase of all goods and services on the basis of race, color, or national origin.</p> <p>***** NOTE *****</p> <p>PLEASE PROVIDE US WITH THE FOLLOWING INFORMATION:</p> <p>Company Name _____</p> <p>Address _____</p> <p>Phone/Toll-Free No. _____</p> <p>Fax No. _____</p> <p>eMail Address _____</p> <p>Contact Person's Name _____</p> <p>Employer's ID No. _____</p> <p>Estimated Delivery _____</p> <p>Minority-Owned Business ___ Small Business ___ Veteran ___</p> <p>Minority Woman Owned Business ___ Disabled Veteran ___</p> <p>Women-Owned Business ___</p> <p>***** ALL ITEMS MUST BE QUOTED F.O.B. DESTINATION ****</p>				

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SEALED BIDS

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Item	Class-Item	Quantity	Unit	Unit Price	Total
1.0	285-56 Street Lighting - Sidewalk Light Luminares	1.00	EA		
2.0	285-56 Street Lighting - Sidewalk Light Pole Assemblies	1.00	EA		
				TOTAL:	

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COMPANY: _____

SIGNATURE: _____

TERMS OF PAYMENT: _____

NAME AND TITLE: _____

TELEPHONE NUMBER: _____

SPECIAL CONDITIONS AND TECHNICAL SPECIFICATIONS

SIDEWALK LIGHT FIXTURES

City of Chattanooga, Tennessee
July 29, 2009

Special Conditions and Technical Specifications
Sidewalk Light Fixtures
City of Chattanooga
July 29, 2009

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Special Conditions and Technical Specifications:
Sidewalk Light Fixtures
City of Chattanooga
July 29, 2009

PROJECT SUMMARY

Unit prices and other information is requested for furnishing to the City of Chattanooga for a 24-month period:

- **Sidewalk Light Luminaires with matching Pole Assemblies**
- **Replacement Parts**

Bidders must propose for both the luminaires and the light pole assemblies. Bids for lighting must include unit bid prices for replacement parts.

SECTION I: SPECIAL CONDITIONS

1. Project Manager:

- A. The City of Chattanooga designates Eric Booker, Designer (423-643-6165), as its Project Manager authorized to answer questions related to these Special Conditions and Technical Specifications. All coordination and questions must go through the City of Chattanooga Purchasing Department (423-757-5066) before contacting Mr. Booker.
- B. Upon award of contract to a successful Bidder (the Bidder that is awarded the contract is termed "Contractor" herein), the City of Chattanooga designates Eric Booker, as its Project Manager with the authority to answer questions and make decisions for this project.

2. Prequalified Manufacturers:

- A. Sidewalk Light Luminaires shall be as manufactured by Winona Lighting or approved equal. Requirements for "approved equal" luminaires are specified herein and include such criteria as manufacturer's and contractor's qualifications, certification of inspection of existing Winona Lighting luminaires, time of delivery, price, and acceptability of required submittals and prototype luminaires.
- B. Prequalified manufacturers of the required luminaires are:
 - Winona Lighting, Winona, MN, 800-328-5291
 - Sun Valley Lighting, Palmdale, CA, 661-233-2000

- C. Sidewalk Light Pole Assemblies shall be as manufactured by Eureka Foundry Company or approved equal, except that pole parts may be made of metals other than steel. Requirements for “approved equal” pole assemblies are specified herein and include such criteria as manufacturer’s and contractor’s qualifications, certification of inspection of existing Eureka Foundry Company pole assemblies, time of delivery, price, and acceptability of required submittals.
- D. Prequalified Manufacturers of the required pole assemblies are:
 - Eureka Foundry Company, Chattanooga, TN, 423-267-3328
 - Sun Valley Lighting, Palmdale, CA, 661-233-2000

3. Inspection of Existing Light Fixtures:

- A. Unless luminaires or pole assemblies are to be furnished by a Prequalified Manufacturer as described above, prior to submission of a proposal, the Bidder and proposed manufacturer shall have made a thorough examination of the existing luminaires and pole assemblies which the City desires to match, including the Downtown Sidewalk Luminaire and, the Downtown Light Pole assemblies.
- B. Bidder or Manufacturer shall arrange for this inspection by contacting the Project Manager.
- C. During the inspection, Bidder and Manufacturer shall become informed as to the manufacture, materials, parts, details, dimensions, finishes, visual appearance and functioning of the existing items in order to assure that the new components will be identical in every way and interchangeable with the existing components. Bidder and Manufacturer shall request information and become informed of any matter that may affect the satisfactory completion, cost and time of delivery of the items.
- D. Bidders must submit with their bids a letter from the City’s Project Manager confirming Bidder and Manufacturer have examined the light fixture components on site prior to preparing the bid. (This requirement does not apply to items furnished by Prequalified Manufacturers.) If this letter is not included with the bid, the bid will be considered incomplete and rejected.
- E. Award of contract shall in no way relieve Contractor of any contractual obligation due to failure to receive information or to become acquainted with light fixture components, and the City shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

4. Interchangeability of Parts:

- A. To the maximum extent practical, the City desires that the parts of sidewalk light luminaires purchased under this Contract will be interchangeable with the parts of luminaires previously manufactured by Winona Lighting. Bidder shall state in his Bid the extent to which parts will be interchangeable. If the bid does not include how these parts are interchangeable, the bid will be incomplete and rejected.

5. Manufacturer’s, Contractor’s and Powder coat Finish Subcontractor’s Qualifications:

- A. Manufacturer shall have prior experience manufacturing similar castings and sheet metal parts within their facility for at least 10 years prior in order to best assure quality, consistency, prompt delivery and future availability.
- B. Manufacturer shall have “in house” casting, sheet metal and tooling capabilities, and shall not assign, sublet or otherwise transfer his obligation to manufacture the product in a timely basis to another firm or person.
- C. Powder-Coat Finish Subcontractor shall have prior experience manufacturing similar coatings within their facility for at least five years prior.

- D. Manufacturer shall furnish a list of references from no less than 10 streetscape projects in municipalities where he has installed sidewalk luminaire and poles within the past five (5) years.
- E. Powder-Coat Finish Subcontractor shall furnish a list of references from no less than five (5) similar projects where he has provided powder coat finishes on similar outdoor streetscape equipment within the past five (5) years.
- F. Criteria for determining Contractor's qualifications are as stated in the General Conditions.

6. Exceptions:

- A. Refer to General Conditions for procedures for, and implications of, making exceptions to or deviations from these Special Conditions and Technical Specifications.

7. Requests for Deviations:

- A. City desires to match exactly the appearance and functioning of existing luminaires and pole assemblies. However, requests for changes in products, materials, equipment and methods of fabrication used in the original assemblies may be requested by Bidders during the bidding period.
- B. For all deviations approved manufacturers' designs, identify the product or fabrication method with complete documentation including samples when appropriate or requested, comparisons of significant qualities of the proposed substitution to those of the approved manufacturers' designs, changes needed to other parts of the light fixture assembly that will become necessary to accommodate the proposed substitution, effect of the proposed substitution on delivery time or cost, and certification that the substitution proposed is equal or better in every significant respect to that of the approved manufacturers' designs, and that it will perform adequately.
- C. This information must be a part of the original bid.

8. Shop Drawings:

- A. Bidders must submit with their bids, Shop Drawings fully describing materials, products, equipment, joinery, dimensions, finishes, and other relevant fabrication design information. Shop Drawings must also show any interrelated components that are to be furnished by others. (The requirement for Shop Drawings applies to all manufacturers.)

9. Procedure for Review of Prototype Luminaires and Pole Assemblies:

- A. A working Prototype of the Luminaire and Pole Assembly shall be submitted for approval, except that a Prototype is not required for items furnished by a Prequalified Manufacturer as described above. The City desires to receive Prototypes within four (4) weeks of receipt of written award for Acceptance of Bid. In identifying a responsive and responsible Bidder, Purchasing Agent will consider whether the Bidder confirms his ability to provide the prototype within the desired time specified. Cost for these models must be included in the original bid; the City will not pay extra.
- B. At least three (3) working days in advance of delivery of Prototype Luminaires, Contractor shall notify and receive delivery instructions from the Project Manager. Fabrication of bid quantities may not commence until written approval is obtained of a Prototype.
- C. City agrees to complete its review and to approve, reject, or approve as noted, the Prototypes within forty-eight (48) hours of receipt.
- D. If, in the discretion of the Project Manager, prototype is not submitted in a timely manner, or cannot be approved due to defective material or workmanship, City may terminate the Contract with the Contractor.

- E. If requested by Contractor and upon receipt of written acceptance from the City, the approved prototype submitted by Contractor may be included as part of the quantity of units required to be furnished.

10. Specific Bid Quantities and Time for Delivery:

- A. Unit Prices proposed for the luminaire and pole assembly shall be based on a Specific Bid Quantity, delivered to the City, of:
 - 128 Downtown Sidewalk Luminaires
 - 128 Downtown Sidewalk Pole Assemblies
- B. City desires to receive delivery of the Specific Bid Quantities, less items stored for later delivery, within six (6) weeks of receipt of written acceptance of Prototype. In identifying a responsive and responsible Bidder, Purchasing Agent will consider whether the Bidder confirms his ability to provide the items within the desired time specified.

11. “Requirements Contract” for Luminaires, Pole Assemblies and Replacement Parts:

- A. In addition to the proposal for Specific Bid Quantities, Bidders shall propose “Requirements” Unit Bid Prices for furnishing, during a 24-month Contract term, and delivering to the City the following items which, if ordered by the City, shall be paid for in the quantities ordered, subject to the minimum quantities indicated in (B) below:
 - Downtown Sidewalk Luminaires
 - Downtown Sidewalk Pole Assemblies
 - Fixture top with spike finial
 - Globe
- B. Luminaires and Pole Assemblies shall be ordered in Minimum Orders of not less than twenty-five (25) units.
- C. City desires to receive delivery of the Required Contract items within six (6) weeks of receipt of Purchase Order. In identifying a responsive and responsible Bidder, Purchasing Agent will consider whether the Bidder confirms his ability to provide the items within the desired time specified.

12. Delivery Information:

- A. Include the cost of delivery in Unit Bid Prices proposed for Specific Bid Quantities and Requirements Contract.
- B. Twenty four (24) hours advance notice shall be given to the Project Manager prior to delivery.
- C. Shipments will be made to downtown Chattanooga TN, 37402. The exact address for the warehouse where shipments should be delivered will be supplied by the project manger to the contractor at least twenty-four (24) hours before expected delivery. Please use the above zip code when estimating shipping costs.

13. Ownership of Designs and Exclusivity Rights of City:

- A. The sidewalk luminaire and pole assembly designs and concepts are the sole property of the City of Chattanooga and the drawings, concepts, luminaires or poles may not be used, reproduced, manufactured or sold without prior written consent of the City Engineer, City of Chattanooga.

14. Unit Prices:

- A. Unit Bid Prices shall include all costs associated with furnishing a completed unit including but not limited to design, tooling, testing, materials, fabrication, and delivery.

These line items also include the time frame of the following:

- The accepted bidder has four (4) weeks to get a prototype to the City (see section 9A).
- This bidder must contact the project manager three (3) working days before delivery for instructions (see section 9B)
- The City has forty-eight (48) hours to make a decision and contact contractor (see section 9C).

The above timeline only applies to luminaires/pole assemblies from non-prequalified manufacturers.

The contractor has six (6) weeks, upon receipt of written acceptance of prototype or acceptance of contract for prequalified manufacturers, for delivery of merchandise (see section 10B).

Unit Prices:

Unit Bid Prices shall include all costs associated with furnishing a completed unit including but not limited to design, tooling, testing, materials, fabrication, and delivery (adhering to above delivery schedule).

Contractor shall adhering to above delivery schedule

Item	Total Units	Unit Cost	Subtotal	YES/NO
Adhering to section 9A				
Adhering to section 9B				
Adhering to section 10B				
Downtown Light Luminaires	128			
Pole Assemblies	128			

Total of Contract

15. Time Period for Unit Prices:

- A. Unit Prices proposed in this bid for Replacement Parts shall remain in effect for a period of twenty four (24) months after date that written award of Contract is made.

16. Checklist of Required Bid Submittal Materials:

The following list may not be complete, but for the Bidder's convenience, the following is a checklist of the technical information required to be submitted with the Bid.

- A. Bids For "Specific Bid Quantities":
 - Manufacturer's, Contractor's, and Powder-Coat Finish Subcontractor Qualifications (as applicable)
 - Certification of Inspection of Existing Fixtures and Poles (letter from project manager, if applicable)
 - Certification Regarding Interchangeability of Parts
 - Shop Drawings
 - Unit Prices
 - Confirmation of City's Desired Lead Time for Fabricating and Delivering Prototype
 - Confirmation of City's Desired Lead Time for Fabricating and Delivering Specific Bid Quantity
 - Requests for Deviations
- B. For "Requirements Contract" as stated above for each luminaire, pole assembly and replacement part:
 - Unit Prices
 - Confirmation of City's Desired Lead Time for Fabricating and Delivering in stated Minimum Orders and larger orders
 - Exceptions and Requests for Deviations (if any).

END OF SECTION I

SECTION II – TECHNICAL SPECIFICATIONS

1. **Downtown Sidewalk Light Pole Assembly:**

General:

- A. Materials: The shaft and adaptor assembly may be made of cast steel. The base may be made of either cast steel or aluminum.
- B. Finish:
 - All joints ground smooth and inconspicuous.
 - No exposed screws except for stainless steel screws in Base hand-hole cover plate.
 - See below for powder-coat finish on all exterior surfaces. Interior steel surfaces to be paint dipped and coated with a protective coating.
- C. Overall assembly of base, shaft and adaptor shall be approximately 12 feet long.
- D. Refer to Appendix for drawings showing general appearance and size.

Base:

- A. If aluminum, provide a one-piece base; if steel, provide a split-base (vertical).
- B. Design base to match appearance and dimensions of existing base.
- C. Base shall fasten to “Fit-all Base” manufactured by Eureka Foundry, Chattanooga, TN (part no. EF-3005-C) or equal.
- D. Fit-all base and anchor bolts to footings are not a part of this order.
- E. Examine existing bases for dimensions of decorative ribs, and for location, size and detailing of hand hole and cover.

Shaft:

- A. Smooth, non-tapering, 3-inch outside diameter seamless steel.
- B. Provide a wiring access hole near the bottom of the pole.
- C. Provide a semi-recessed housing, aluminum or steel, for a GFCI electric breaker to be furnished by Bidder. The breaker shall consist of a weatherproof cover and a duplex receptacle.

Adaptor:

- A. Furnish pole top adaptor to connect luminaire to shaft.

Finish:

- A. Polyester powder coat applied after a 20-psi pressure power wash at 140 degrees temperature that incorporates a four-step iron phosphate process to cleanse and pretreat the surface for maximum paint adhesion. The electrostatically applied textured polyester top coat shall be baked at 400-degree temperature for maximum hardness and exterior durability.
- B. Finish color shall match Chattanooga Electric Power Board Green.

2. **Downtown Sidewalk Light Luminaire:**

General:

- A. Entire assembly to be UL-labeled (wet location).
- B. Dimensions cited on drawings and in these specifications are for bid purposes. Manufacturer is responsible for inspecting luminaires and obtaining such measurements of parts in order to facilitate manufacturer's responsibility for providing parts that are interchangeable with existing fixtures.
- C. Coordinate tenon dimensions with manufacturer of light pole assembly to achieve secure fit of luminaire tenon and light pole assembly.
- D. Shipping containers must clearly identify on the outside the type of luminaire ("Downtown Ball-in-a-Basket") and the type refractor (Type III or V).
- E. Refer to Appendix for drawings showing general appearance and size.

Housing:

- A. All cast aluminum components, durable, corrosion resistant and manufactured from A356 aluminum alloy.
- B. A cast aluminum cage shall surround the globe assembly with two cast aluminum rings welded to the cage.
- C. A ½ inch diameter, machined, cast aluminum 'spike' finial shall be attached to the top of the spun aluminum cap.
- D. Provide weep holes in bottom spinning.

Optics:

- A. 18-inch diameter frosted acrylic globe with UV inhibitor for color stability.
- B. The luminaire must be designed for use for L.E.D. components as listed below:
 - Circuit Protection
 - Field Rotatable Optics
 - Three Light Distributions- Type II, Type III, Type V
 - For type V position emitters in symmetric position
 - For type III position emitters in asymmetric position
 - Variable LED Drive Currents- 350,525,700 MA
 - LED Driver Input Voltage Universal 100-200V.
 - Power Factor- .9>
 - Total Harmonic Distribution @ 120V- <15%
 - Inrush Current- <10AMPS
 - LED Color Range- 2500-4500k
 - Module Wattage- 60 Watts
 - Rated Lumen Output- 5,400 Lumens
 - Max. LED Junction Temperature Rating- 140° C
 - Max. LED Module Temperature @ 25° C Start Up- 65° C
 - Minimum Emitter Lumens / Watt- 70 Lumens
 - Minimum Luminaire LED Light Output Efficiency- 80%
 - 5 Year or 25,000 Hour Warranty on LED Module
 - 5 Year Warranty on LED Driver
 - LED Module Class 2 Waterproof Rating
 - Driver Module Class 2 Waterproof Rating
 - Product is in Compliance with LM 79 and LM 80 Standards

Reflector:

- A. Spun aluminum outer reflector attached to housing cage with stainless steel hardware.
Bottom of reflector coated with highly reflective white paint.
- B. Spun aluminum top cap held in position on the globe by an internal reflector.
- C. Internal reflector made of specular aluminum and attached to spun aluminum top cap so it will be locked in position to eliminate possibility of moving laterally from center.

Hardware:

- A. Exposed hardware shall be stainless steel.

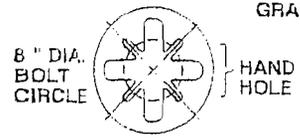
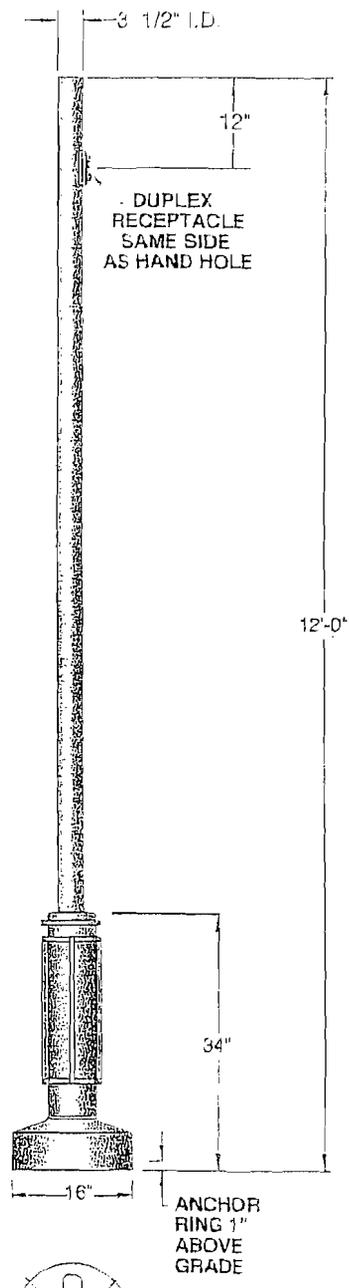
Finish:

- A. Polyester powder coat applied after a 20 psi pressure power wash at 140 degrees temperature that incorporates a four-step iron phosphate process to cleanse and pretreat the surface for maximum paint adhesion. The electrostatically applied textured polyester top coat shall be baked at 400 degree temperature for maximum hardness and exterior durability.
- B. Finish color shall match Chattanooga Electric Power Board Green.

END OF TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Drawings 1-2



Affirmative Action Plan

The City of Chattanooga is an equal opportunity employer and during the performance of this Contract, the Contractor agrees to abide by the equal opportunity goals of the City of Chattanooga as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. In all construction contracts or subcontracts in excess of \$10,000 to be performed for the City of Chattanooga, any contractor and/or subcontractor is further required to file in duplicate within ten (10) days of being notified that it is the lowest responsible bidder, an affirmative action plan with the EEO Director of the City of Chattanooga. This plan shall state the Contractor's goals for minority and women utilization as a percentage of the work force on this project.
5. This Plan or any attachments thereto shall further provide a list of all employees annotated by job function, race, and sex who are expected to be utilized on this project. This plan or attachment thereto shall further describe the methods by which the Contractor or Subcontractor will utilize to make good faith efforts at providing employment opportunities for minorities and women.

During the term of this contract, the Contractor upon request of the City, will make available for inspection by the City of Chattanooga copies of payroll records, personnel documents and similar records or documents that may be used to verify the Contractor's compliance with these Equal Opportunity provisions.

6. The Contractor will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 6 in every subcontract so that such provisions will be requested of each subcontractor. The Contractor agrees to notify the City of Chattanooga of any subcontractor who refuses or fails to comply with these equal opportunity provisions. Any failure or refusal to comply with these provisions the contractor and/or subcontractor shall be a breach of this contract.

(Signature of Contractor)

(Title and Name of Company)

(Date)

REQUIREMENTS FOR INSURANCE COVERAGE

The Contractor shall not commence work under these Contract Documents until he has obtained all insurance required herein nor shall the Contractor allow any Subcontractor to commence work on his subcontract until similar insurance required of the Subcontractor has been obtained by the Subcontractor. Insurance shall be placed by the Contractor with one or more insurance carriers licensed to do business in the State of Tennessee. Each insurance policy shall be renewed ten (10) days before the expiration date of the policy.

Certificates of insurance shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that coverage's afforded under the policies will not be changed or canceled unless at least fifteen (15) days' written notice has been given to the city. The Contract shall not be binding upon the city until the insurance coverage required herein has been obtained and certificates have been filed with the City.

Adequate insurance coverage shall be maintained by the Contractor at all times. Failure to maintain adequate coverage shall not relieve the Contractor of any responsibilities or obligations under these Contract Documents. In the event any insurance coverage is canceled or allowed to lapse, the Contractor will not be permitted to prosecute the work until adequate and satisfactory insurance has been obtained and certificates of insurance furnished to the City. Failure to keep insurance policies in effect will not be cause for any claims for extension of time under these Contract Documents.

All such policies shall be subject to approval by the City Attorney. Should the City Attorney at any time in his sole discretion determine that the insurance policies and certificate provided may not be sufficient to protect the interests of the City because of the insolvency of the insurance company or otherwise, the Contractor shall replace such policies with policies meeting his approval.

The Contractor shall procure and maintain at his own expense, during the Contract Time, insurance as hereinafter specified:

Workmen's Compensation Insurance that shall protect the Contractor against all claims under applicable state workmen's compensation laws shall be maintained. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall also include an endorsement providing coverage in all states in which work is performed. The Contractor shall require all the Subcontractors to provide similar Workmen's Compensation Insurance for all the Subcontractors' employees on the work unless such employees are covered by the protection afforded by the Contractor. The liability limits shall not be less than that required by statute.

General Public Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims arising from injuries including death, to members of the public or damage to property of others arising out of any act or omission of the Contractor or his agents, employees, or Subcontractors. In addition, this policy shall specifically insure the contractual liability assumed by the successful bidder to defend and indemnify the City of Chattanooga against such claims or suits.

To the extent that the work may require blasting, explosive conditions or underground operation, the comprehensive general public liability and property damage coverage shall contain no exclusion relative to blasting, explosion, collapse of buildings, or damage to underground property.

The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:

1. Private driveways, walks, shrubbery and plantings;
2. Public utility facilities; and
3. U.S. Government monuments.

The liability limits shall not be less than:

Bodily Injury	\$ 500,000 each person \$1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence \$ 500,000 aggregate

The general public liability and property damage insurance shall carry an endorsement in form satisfactory to the City to the effect that the Contractor shall save harmless the City from any claims and damage whatsoever, including patent infringement. General public liability and property damage insurance shall be kept in force at all times during the course of the work until such time as the work covered by these Contract Documents has been completed and accepted by the City.

Comprehensive Motor Vehicle Liability and Property Damage Insurance that shall be written in comprehensive form and shall protect the Contractor against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$ 250,000 each person \$ 500,000 each occurrence
Property Damage	\$ 100,000 each occurrence

Price Changes

Any allowable adjustment to prices under this contract shall not be proportionately larger than the general change in prices to all customers upon which the adjustment under this contract is based.

If, as a result of a general change in prices or discounts, Contractor has changed prices to all of its customers, the price under this contract shall, subject to the following provisions, be adjusted accordingly.

Prompt notice of price changes (increases or reductions) must be furnished to the Purchasing Agent at least 30 days prior to the requested effective date, and the prices for these services shall not be changed more frequently than once a year. The effective date of price increases shall be the date the Purchasing Agent accepts the price changes or the effective date of increase stated in Contractor's notice to Purchasing Agent, whichever is later. The effective date of price reductions under this contract shall be the effective date of such reduction to other customers.

Price changes shall apply only to requests for delivery or purchase orders placed after the effective date of such price changes. A request for delivery/ purchase order will be deemed to have been placed on the date Contractor receives the contractual document.

If a price change results in a price increase which the Purchasing Agent, in his/her sole discretion, determines to be unacceptable to the City of Chattanooga (City), or not proven to be applicable to all customers, the City, in lieu of paying the increased price, may upon written notice, cancel the remainder of the contract. The contract cancellation shall include any orders mailed by the City without knowledge of the price increase (if canceled within 20 days of receipt of notice of the price increase) without liability to either party.

Contractor warrants that each price at which it charges to the City under this Agreement shall be no higher than the price at which the Contractor customarily charges to other commercial customers taking into consideration similarity of quantities, terms and conditions, and amount of quality assurance documentation.

The City will consider price increases only if it is evident that Contractor is unable to avoid or offset price increases from its business operations and/or supplier(s) through innovative approaches such as efficient use of business and human resources, volume purchasing or helping the supplier control its costs.