

Date: March 14, 2016

Ref. No.: 126712

**PURCHASING DEPARTMENT
101 EAST 11TH STREET
CITY HALL
SUITE G13
CHATTANOOGA, TENNESSEE
37402**

Request for Proposal (RFP) for the City of Chattanooga, Tennessee

*Proposals will be received at 101 East 11th Street, Suite G13,
Chattanooga, TN 37402 until 4:00 P.M., EST. on March 31, 2016*

Requisition No.: RFP 126712

Ordering Dept.: General Service (CDRC)

Buyer & e-mail: Mark McKeel mmckeel@chattanooga.gov

Items being Purchased: Compaction Grouting Soil Stabilization Services

*****REQUEST FOR PROPOSALS MUST BE RECEIVED*****

4:00 P.M., EST on March 31, 2016

*****ON-SITE PRE-BID CONFERENCE WILL BE CONDUCTED*****

2:00 P.M., EST on March 21, 2016

**Main Lobby of The Chattanooga Hotel, 1201 Broad Street,
Chattanooga, TN 37402**

**The City of Chattanooga reserves the right to reject any and/or all proposals,
waive any informalities in the proposals received, and to accept any proposal
which in its opinion may be for the best interest of the City.**

**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.**

The City's Standard Terms and Conditions may be found on website:

<http://www.chattanooga.gov/purchasing/standard-terms-and-conditions.htm>

Note: ALL PROPOSALS MUST BE SIGNED

All proposals received are subject to the terms and conditions contained herein and as listed in the above referenced website. The undersigned Offeror acknowledges having received, reviewed, and agrees to be bound to these terms and conditions, unless specific written exceptions are otherwise stated.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Company Name: _____

Mailing Address: _____

City & Zip Code: _____

Phone/Toll Free No.: _____

Fax No.: _____

E-Mail Address: _____

Contact Person: _____

Company Title: _____

Signature: _____



CHATTANOOGA DOWNTOWN REDEVELOPMENT
CORPORATION

**COMPACTON GROUTING SOIL STABILIZATION SERVICES
AT THE
CHATTANOOGAN HOTEL**

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL
COMPACTION GROUTING SOIL STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL
CHATTANOOGA, TENNESSEE

The Chattanooga Downtown Redevelopment Corporation, hereinafter referred to as "CDRC", is requesting proposals from qualified firm(s) for **DESIGN AND INSTALLATION OF COMPACTION GROUTING SOIL STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL** as set forth in the Request for Proposal "RFP". The CDRC seeks to obtain proposals from qualified contractors having experience in compaction grouting services for the design-build of ground stabilization improvements for a single story section of the Chattanooga Hotel along its Broad Street frontage.

THIS PROJECT IS FOR PROVIDING THE DESIGN PLANS AND SPECIFICATIONS, MAINTENANCE OF TRAFFIC, FIELD REVIEW, MATERIALS, LABOR, EQUIPMENT, AND OTHER ACTIVITIES AS REQUIRED FOR A COMPLETE PROJECT. ANY ITEM NOT SPECIFICALLY MENTIONED BUT NECESSARY FOR THE COMPLETION OF THIS PROJECT SHALL BE INCLUDED IN THIS PROPOSAL. THESE SPECIFICATIONS AND REQUIREMENTS SHOULD BE IN SUFFICIENT DETAIL TO SECURE PROPOSALS ON COMPARABLE SERVICES. IT IS THE INTENT OF THE CDRC TO EXECUTE AN AGREEMENT WITH THE MOST QUALIFIED CONTRACTOR/TEAM THAT PRESENTS AN ECONOMICALLY VIABLE PROPOSAL. TO THAT END THE CDRC SUPPORTS AND ENCOURAGES THE FORMATION OF TEAMS THAT MAXIMIZE THE QUALIFICATIONS OF THE PROPOSERS.

Proposals shall be submitted to City of Chattanooga, Purchasing Department, 101 East 11th Street, Suite G13, Chattanooga, Tennessee 37402, by no later than 4:00 p.m. EDT, on **Thursday, March 31, 2016**.

An on-site Pre-Bid Conference is scheduled for **2:00 p.m. EDT, on Monday, March 21, 2016** at the following location: **Main Lobby of the Chattanooga Hotel, 1201 Broad St, Chattanooga, TN 37402.**

Interested firms may obtain a copy of a detailed Request for Proposal from:

City of Chattanooga
Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402
Phone: (423) 643-7230
Fax: (423) 643-7244

Requests for Proposal are available for pickup from 8:00 AM until 4:30 PM local time, Monday through Friday, excluding holidays, or can be viewed on the City of Chattanooga website, by visiting <http://www.chattanooga.gov/purchasing/bidssolicitations>

Visit our website at: <http://www.chattanooga.gov/purchasing> for specific contract information.

The City of Chattanooga is an Equal Opportunity Employer.

REQUEST FOR PROPOSAL

INTRODUCTION AND PURPOSE

The Chattanooga Downtown Redevelopment Corporation, herein after referred to as "CDRC" is requesting proposals for the design and installation of compaction grouting soil stabilization as specified within the Scope of Work and attached documents from qualified firms, individuals, etc. having specific experience identified in the Request for Proposal (RFP). Proposer's shall clearly define the team or team configuration and include the experience and qualifications of the team in the Proposal. The successful Proposer shall be selected according to Best Value as determined by a selection Committee.

The CDRC seeks to select a contractor having experience in compaction grouting services for the design-build of ground stabilization improvements for a single story section of the Chattanooga Hotel along its Broad Street frontage. The CDRC requires a permanent solution to the on-going settlement, cracking and potential subsurface voids beneath floor slabs as identified within this area in prior subsurface geotechnical investigations. While the CDRC may consider value engineering alternatives, we desire mitigating the underlying poor subgrade/soil conditions versus surficial improvement approaches. We believe a combination of compaction grouting and mud-jacking will be effective to stabilize and lift the slabs where they have settled and the installation of compaction grout columns in areas where densification of the foundry sand layer and additional direct support to the floor slabs is required, especially in areas where exterior or partition walls bear directly on the floor slab. The focus of this form of grouting is to return the floor slab to its approximate original position in areas where the uneven floor slab is most noticeable, however, the permanent stabilization of the floor slabs in all areas is the primary objective. We estimate that this technique offers an economical and minimally disruptive mitigation option.

This project is for providing the design plans and specifications, maintenance of traffic, field review, materials, labor, equipment, and other activities as required for a complete project. Any item not specifically mentioned but necessary for the completion of this Project shall be included in this proposal. These specifications and requirements should be in sufficient detail to secure proposals on comparable services. It is the intent of the CDRC to execute an Agreement with the most qualified Contractor/team that presents an economically viable proposal. To that end the CDRC supports and encourages the formation of teams that maximize the qualifications of the Proposers.

Proposals shall be submitted in accordance with the specifications attached hereto. All specifications, described herein, shall be considered minimum requirements which shall be met by the proposer.

Although cost will be an important factor in selecting the Contractor, the CDRC is not obligated to award a contract for the purchase of the compaction grouting soil stabilization services solely on the basis of a low bid or proposal. The CDRC reserves the right to use other subjective criteria and will award to the Contractor, whom in the opinion of the CDRC, will best serve the interests and needs of the CDRC and the City of Chattanooga.

The CDRC will not bear liability for any costs incurred in the preparation and delivery of proposals, nor is the CDRC authorized to compensate firms providing Proposals in response to this solicitation.

In connection with this solicitation the both the City of Chattanooga "City" and the Chattanooga Downtown Redevelopment Corporation "CDRC" reserve all rights available under all applicable laws, including without limitation, and with or without cause, and with or without notice, the right to:

1. Cancel the solicitation for proposals at any time prior to making an award based on this solicitation and to reject any and all proposals without incurring any cost obligations or liabilities.
2. Reject any and all proposals from any Contractor that is in arrears or is in default to the CDRC or the City upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to the CDRC or the City or had failed to perform faithfully any previous Contract with the CDRC or the City and, if requested, must present within **forty-eight (48) hours** evidence satisfactory to the CDRC of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of the Request for Proposal.
3. Issue addenda, supplements, and modifications to this Request for Proposal and to revise and modify, at any time before the Bid opening date, the factors and/or weights of factors, if applicable, the CDRC will consider in evaluating proposals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Change the Bid opening date.
5. Investigate the qualifications of any firm and, if required, request additional information concerning contents of its proposal, and additional evidence of qualifications.
6. Disclose information contained in a proposal to the public as set forth herein.
7. Waive any minor informalities or irregularities in any proposal and, at its sole discretion, reject any or all proposals as permitted by law and according to City of Chattanooga purchasing practices and procedures.
8. Exercise any other right reserved or afforded to the CDRC or the City under this solicitation and to modify the solicitation process, in its sole discretion, to address applicable laws, codes, or ordinances and to operate in the best interest of the CDRC.

In the event that a Proposer is unable to furnish any of the services in the manner requested herein, the Contractor shall attach an explanation to their proposal describing any discrepancies in the Proposal from the CDRC's specifications.

The CDRC is not obligated to accept any alternatives to the specifications included herein and the CDRC at its sole discretion, may determine any proposals including alternative services, approaches, or substitutions to be non-conforming for the purpose of this solicitation.

Inquiries regarding this request for proposal shall be directed in writing to the City of Chattanooga Purchasing Department. Receipt of all Addenda to this Request for Proposal, if any, must be acknowledged by attaching a signed copy of each Addendum to the RFP and listing each Addendum included in the Proposal on the Bid Form and attaching such to the front of the sealed envelope. All Addenda shall become part of the requirements of this Request for Proposal as if originally included herein. Failure to acknowledge receipt of an Addendum both on the Bid Form and by attachment to the Proposal, as set forth herein, may result in rejection of the entire Proposal. All Addenda will be posted on the City of Chattanooga's website and firms may obtain a copy of Addenda, at no charge, during the City business hours of 8:00 am until 4:30 pm, Monday through Friday from:

City of Chattanooga
Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402
Phone: (423) 643-7230
Fax Number: (423) 643-7244

CDRC SUPPLIED SERVICES

The CDRC will provide the following:

Available Project Information - Existing Conditions:

Certain information related to existing surface and subsurface conditions and structures is available to Proposers but will not be part of the Contract Documents, as follows:

- 1) Prior Construction Plans: "Chattanooga Conference Center", as revised on November 11, 1999 by Franklin Associates Architects and Rabun, Hogan, Ota, and Rasche Architects.
 - a) Original copy is available for inspection at the City of Chattanooga Purchasing Department during normal business hours.
 - b) The accuracy of these drawings has not been verified and serves only as a record copy of the design intent for the purposes as originally intended by the Architect of Record.
- 2) Site Inspections of existing conditions.
 - a) The CDRC will provide all interested firms with access to the Project for the purpose of preparing Proposals. Access for inspections of existing conditions will be allowed during normal business hours. Requests for access shall be coordinated through the City of Chattanooga Purchasing Department.
- 3) Geotechnical Engineering Report: Floor Settlement – Chattanooga Hotel, dated May 23, 2012 by Terracon Consultants, Inc.

PROPOSAL INFORMATION

Proposals must include all items listed below to be considered complete and evaluated. In order to help review each submission, CDRC is asking that all Proposals be organized according to the following format:

1. Contractor's Identification Form. FORM MUST BE COMPLETED IN ITS ENTIRETY AND ATTACHED TO OUTSIDE OF PROPOSAL PACKAGE
2. Title Page
 - a. Letter of Interest and Introduction
 - b. List of any conditions or exceptions to the Request for Proposal that are indicated on the Bid Form
3. Bid Form
 - a. Proposed Price for entire scope of services
 - b. Unit Pricing, as required for all products specified.
 - c. Products specified and description thereof including manufacturer's product numbers, quantities of each, product specifications, color and finish samples, and shop drawings, if required.

Required Forms to accompany the Bid Form are:

SECTION 00 43 13 Bid Security Form, as required herein

(a) AIA A310-1970 Bid Bond

SECTION 00 45 13 Bidder's Qualifications:

(a) AIA A305 - Contractor's Qualification Statement

(b) Statement of License Certificate

SECTION 00 45 19 Non-Collusion Affidavit

(a) Affidavit of No Collusion by Prime Bidder

SECTION 00 45 36 Equal Employment Opportunity Affidavit

(a) Affirmative Action Plan

SECTION 00 73 19 Health and Safety Requirements

(a) Model Affidavit

The CDRC will not bear liability for any costs incurred in the preparation and delivery of Proposals, nor is the CDRC authorized to compensate firms providing Proposals for the Project.

REQUEST FOR PROPOSAL ADDENDUM

Receipt of all Addenda to this Request for Proposal, if any, must be acknowledged by attaching a signed copy of each Addendum to the Proposal and listing each Addendum included in the Proposal on the Bid Form and attaching such to the front of the sealed envelope. All Addenda shall become part of the requirements of this Request for Proposal as if originally included herein. Failure to acknowledge receipt of an Addendum both on the Bid Form and by attachment to the Proposal, as set forth herein, may result in rejection of the entire Proposal. All Addenda will be posted on the City's website and firms may obtain a copy of Addenda, at no charge, during the City business hours of 8:00 am until 4:30 pm, Monday through Friday from:

City of Chattanooga
Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402
Phone: (423) 643-7230
Fax Number: (423) 643-7244

RESERVATION OF CDRC RIGHTS

In connection with this Request for Proposal and Project, the CDRC and the City of Chattanooga reserve all rights available to it under all applicable laws, including without limitation, and with or without cause, and with or without notice, the right to:

1. Reject any and all Proposals.
2. Reject any and all Proposals from any firm that is in arrears or is in default to the CDRC or the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to the CDRC or the City of Chattanooga, or had failed to perform faithfully any previous Contract with the CDRC or the City of Chattanooga and, if requested, must present within **forty-eight (48) hours** evidence satisfactory to the CDRC of performance ability and

possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of the Request for Proposal.

3. Cancel this Request for Proposal in whole or in part at any time prior to the execution of a contract by the CDRC, without incurring any cost obligations or liabilities.
4. Issue addenda, supplements, and modifications to this Request for Proposal and to revise and modify, at any time before the Bid opening date, the factors and/or weights of factors, if applicable, the CDRC will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology as set forth herein.
5. Change the Bid opening date.
6. Investigate the qualifications of any firm and, if required, request additional information concerning contents of its Proposal, and additional evidence of qualifications.
7. Terminate evaluations of Proposals at any time.
8. Disclose information contained in a Proposal to the public as set forth herein.
9. Waive deficiencies in a Proposal, accept and review a nonconforming Proposal, or seek clarifications or supplements to a Proposal as permitted by law and according to City of Chattanooga purchasing practices and procedures.
10. Exercise any other right reserved or afforded to the CDRC and the City of Chattanooga under this Request for Proposal and to modify the Request for Proposal process in its sole discretion to address applicable laws, codes, or ordinances and to operate in the best interest of the CDRC.

END OF DOCUMENT

CONTRACTOR'S IDENTIFICATION
(ALL BLANKS MUST BE FILLED IN, USE N/A AS NECESSARY)

Attach this form to the sealed envelope containing the Proposal. Failure to provide required information on the sealed envelope will be considered a non-responsive Proposal.

Complete the following for all applicable Electrical, Plumbing, Heating, Ventilation, and Air Conditioning, and Masonry Subcontractors:

PROPOSER:

Name: _____

Subcontractor: _____

Address: _____

Tennessee License No. _____

License Expiration Date _____

License Classification _____

If Tax ID Number (TIN) issued, list below. Otherwise, list Owner's Social Security Number (SSN)

Tax ID Number: _____

Subcontractor: _____

Tennessee License No. _____

License Expiration Date _____

License Classification _____

Tennessee License No. _____

License Registration Date _____

License Expiration Date _____

Monetary Limit \$ _____

Subcontractor: _____

Classification: _____

Tennessee License No. _____

License Expiration Date _____

License Classification _____

Chattanooga Downtown Redevelopment Corp.
Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402

PROPOSAL FOR:
**Title: COMPACTION GROUTING SOIL
STABILIZATION SERVICES AT THE
CHATTANOOGAN HOTEL**

DATE OF BID OPENING: Thursday, March 31, 2016 TIME: 4:00 P.M. local time

LOCATION: City of Chattanooga Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402

REQUESTS FOR CLARIFICATION

Questions regarding the Project or the RFP Documents must be in writing as required by the Instruction to Proposers. Questions must be written on this form and sent by email, fax or mail to the email, fax number or address listed below. Upon timely receipt, if appropriate, an Addendum will then be issued to all persons who have received RFP Documents from the City.

City of Chattanooga
Purchasing Department
101 East 11th Street, Suite G13
Chattanooga, Tennessee 37402
Phone: (423) 643-7230
Fax Number: (423) 643-7244

Name of Requestor: _____

Firm: _____

Date: _____

CLARIFICATION IS NEEDED FOR THE FOLLOWING ITEMS:
(List Specification Section, Paragraph, Drawing Number and/or Detail Number)

END OF DOCUMENT

SECTION 00 41 13

BID FORM

BID FORM

1. Submission of Proposals: Submit Proposals in compliance with Document 00 21 13 - Instructions to Proposers. Fill in blanks. The Chattanooga Downtown Redevelopment Corporation "CDRC" reserves the right to reject incomplete Proposal forms.

2. RFP Documents: This RFP document is not part of the Contract Documents, unless specifically referenced in the Owner/Contractor Agreement.

Project Name: _____

Name of Proposer: _____

3. Base Bid: The Proposer proposes to perform all of the Work required by the Contract Documents for the amount of: (Fill in amount in words and numbers.)

_____ \$ _____

4. Bonds: If the Proposer is required to furnish a Performance Bond and Payment Bond (AIA A312) for the entire value of the Work, add the following amount to the base bid amount:

_____ \$ _____

5. Alternates: If an Alternate is selected by the CDRC, the Proposer proposes to do the Work required by the Contract Documents by increasing or decreasing the Base Bid the following amount: (Fill in amounts in words and numbers)

NONE

6. Time: The Proposer proposes the following dates (Fill in):

Proposed Starting Date: _____

Proposed Date of Substantial Completion: _____

7. Submission of Bid Form: By submitting this Bid Form, the Proposer certifies that Proposer has visited the project site, is aware of existing conditions which affect the work, and has reviewed the Contract Documents, including the following Addenda: (List addenda received)

8. Proposal Qualifications: Submit Proposal qualifications and reasons for qualifications with this Bid Form at the end of the Bid Form. Include impact of Proposal qualifications on time, cost or quality. Proposal qualifications may include: Cash flow requirements, assumptions for access to the work,

SECTION 00 41 13
BID FORM

assumptions for staging the work, assumptions for protecting existing and abutting work, proposed modifications to General and Supplementary Conditions, proposed modifications to drawings and specifications.

9. Signature: Signed and sealed (Enter date, Proposer's signature, title, name of firm, legal business address, phone and fax numbers, email address):

Signature: _____

Name and Title: _____

Firm: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

Email: _____

10. Project Manager: Proposer's Project Manager To Be Assigned to the Project (name and brief summary of experience):

11. Subcontractors: Proposer's List of Proposed Major Subcontractors (list):

12. Proposal Qualifications: List of Proposal Qualifications by Proposer (If any):

END OF SECTION

SECTION 00 43 22
UNIT PRICES FORM

UNIT PRICES

Proposer shall include within the Work specified in the Contract Documents and included in the Proposal established Unit Prices which are described on the Bid Form and stated in the Contract Documents.

1. Unit Prices shall mean a price per-unit of measurement for complete work based on the estimated quantity of units as listed on the in each Unit Price description on the Bid Form and as stated in the Contract Documents.
2. Each Unit Price provided shall include all labor, material, overhead, profit, all applicable taxes, waste and all other incidentals for the Proposer and their contractors, subcontractors, vendors, and suppliers involved in the Unit Price work.
3. Identify and state on the Bid Form quantity limitations, if any, to which a Unit Price will be applicable.
4. The CDRC reserves the right to reject the Contractors measurements of work-in-place that involves use of established Unit Prices, and to have this work measured by an independent firm, agency, or surveyor acceptable to the Contractor and at the CDRC's expense.

END OF SECTION

SECTION 00 45 13
BIDDER'S QUALIFICATIONS

CONTRACTOR'S QUALIFICATION STATEMENT (aia A305)

SECTION 00 45 13
BIDDER'S QUALIFICATIONS

STATEMENT OF LICENSE CERTIFICATE

Each Contractor submitting a Proposal in response to this RFP shall fill in and sign the following:

This is to certify that _____
has fully complied with all the requirements of Chapter No. 135, Public Acts of 1945 of the General Assembly of the State of Tennessee and House Bill No. 2180 (Public Chapter No. 822), known as the Contractor's Licensing Act of 1976. The Contractor's license number, and other information outlined in the Information for Proposers, expiration date and that part of classification applying to the Proposal shall appear on the envelope containing the Proposal, otherwise the Proposal will not be considered.

The State Board for Licensing General Contractors issued to _____

Certificate No. _____, which expires on _____, 20_____

Signed: _____
Name: _____
Title: _____

END OF DOCUMENT

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

AFFIDAVIT OF NO COLLUSION BY PRIME BIDDER
For The Chattanooga Downtown Redevelopment Corporation

STATE OF _____)

COUNTY OF _____)

The undersigned, _____,
having been duly sworn, deposes and states as follows:

1. I am the (title) _____

(sole owner, a partner, president, secretary, etc.) of _____

(Name of Corporation) (Partnership) (Limited Partnership) (Joint Venture) which is a

(Corporation) (Proprietorship) (Partnership)
(Limited Partnership) (Joint Venture) in good standing formed under the law of

(State of Incorporation or formation),
hereinafter referred to as "Proposer".

2. I am authorized to make this affidavit on behalf of said Proposer, and I have personal knowledge of the matters set forth herein.

3. On _____, 2015, said Proposer is submitting a proposal in response to a Request for Proposal to the Chattanooga Downtown Redevelopment Corporation, hereinafter referred to as "CDRC" for the above captioned contract. This Proposal was prepared under my personal supervision and direction. During the preparation of the Proposal, I have taken affirmative steps to inquire about the circumstances of the Proposal preparation in general and any other proposer or prospective proposers in particular.

4. I am aware of the Federal and State laws including without limitation, the Sherman Act (15 U.S.C. 1) and the Tennessee Antitrust Laws (T.C.A. 47-25-101, et seq.), which make it illegal to agree to fix or rig bids, proposals, or responses to solicitations or otherwise agree to restrain competition in bidding for contracts with the CDRC. I am aware in particular that violations of the Sherman Act are federal crimes punishable by a fine of up to \$1.0 million for a corporation, and a fine of up to \$100,000 for an individual or by imprisonment not exceeding three years, or both.

SECTION 00 45 19
NON-COLLUSION AFFIDAVIT

5. I hereby certify and attest that the proposal identified in paragraph 3 is based solely upon the independent knowledge, expertise and business judgment of the Proposer acting through its officers and agents and is not the product of, nor was it prepared in connection with, any contract, combination, conspiracy, understanding or collusion between or among any other proposer or prospective proposer on said contract.

Signature

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My commission expires: _____ (SEAL)

END OF SECTION

SECTION 00 45 36
EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

EQUAL EMPLOYMENT OPPORTUNITY AFFADAVIT

AFFIRMATIVE ACTION PLAN

(Name of Firm)

The above named Firm, herein after referred to as "Proposer", having prepared and hereby submitting a Proposal to the Chattanooga Downtown Redevelopment Corporation in response to an advertisement or Request for Proposal, hereby attests that they are an equal opportunity employer and has abided by the Affirmative Action Plan of the City of Chattanooga in the completion of all requirements of this Request for Proposal and preparation of this Proposal and if awarded a contract with the City, hereby agrees to re-attest compliance for the duration of the Contract. The Affirmative Action Plan of the City of Chattanooga is as follows:

1. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Firm 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
3. The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

SECTION 00 45 36
EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

5. Minority statistics are subject to audit by the CDRC, City of Chattanooga staff, or other governmental agency.
6. The Firm agrees to notify the CDRC and the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Firm's Principal)

(Title and Name of Firm)

(Date)

END OF SECTION

SECTION 00 52 00
AGREEMENT FORMS

AGREEMENT FORMS

CONTRACT PROVISIONS FOR SUCCESSFUL PROPOSER

The following provisions shall be a part of every "Contract" (or Agreement) with the Chattanooga Downtown Redevelopment Corporation "CDRC", and all firms, by the act of submitting Proposals in response to this Request for Proposal, agree to the contract provisions set forth below:

1. The term "Contractor" is used interchangeably to describe signatories to contracts, grants, and agreements with the City and applies to reflect the relationship with the City (Contractor, Licensee, Supplier, Vendor, Consultant, Grant Recipient, etc.).
2. A contract shall be deemed to be in effect only to the extent that there are appropriations available to each Agency for the purchase of such articles. The City's extended obligation on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
3. No alterations or variations in the terms of a contract shall be valid or binding upon the City unless made in writing and signed by the City Attorney or designee.
4. Contracts will remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless terminated prior to expiration date by unsatisfactory deliveries of entire contract requirements.
5. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Contractor from his obligations as set forth therein or in any way change the terms, obligations, and duties as set forth in the contract.
6. In the event of default, the City may award the contract to the next lowest Proposer, if such Proposer is willing to enter the contract, or may cover in the open market, or may seek any other remedy provided by the Tennessee Uniform Commercial Code, and may hold the defaulting contractor liable for all damages provided by law, including cost of cover.
7. The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any other circumstances beyond the control of the contractor. Under such circumstances, however, the City, may at its sole discretion, cancel the contract.
8. All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.
9. Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age or national origin, or handicap, or sex, nor otherwise commit an unfair employment practice. Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with suppliers of materials or services, contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.
10. Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of **one (1) year** from date of the

SECTION 00 52 00
AGREEMENT FORMS

acceptance of the items delivered and installed, or the guarantee period, whichever is longer, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design or installation, workmanship or materials, upon notification, the contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City at least detrimental to the operation of City business.

11. The City of Chattanooga is an equal opportunity employer and during the performance of the contract, the Contractor agrees to abide by the Affirmative Action Plan of the City of Chattanooga. Contractor is encouraged to provide documentation of commitment to diversity as represented by its business strategy, business relationships, and workforce.
12. Orders against contracts will be placed with the Contractor on either a Purchasing Order or Blanket Purchase Order executed release by the City. Telephonic orders placed directly with the Contractor by the ordering Agency may be authorized by the City only after execution of a Shipping Release.
13. Unless otherwise set forth in the Proposal, the Contractor agrees to make available to all City agencies, departments, joint City agencies, and in-City municipalities, the Bid Prices included therein and incorporated into the Contract, should any said City department or agency elect to purchase under the Contract.
14. Open Records
 - 1) Pursuant to recently adopted provisions in the Tennessee Open Records Act, which became effective October 1, 2008, and the policies adopted by the Office of Open Records Counsel (OORC), municipal record custodians are now required to provide some response to public records requests no later than 7 business days after receipt of a records request. Pursuant to the Tennessee Open Records Act, the municipal record custodian must respond within 7 days and either:
 - i. provide the requested records for review, or
 - ii. provide a written explanation of why the records will not be made available and /or
 - iii. provide communication that record production will take longer than 7 days to compile/research the data. In this event the municipal record custodian will provide an estimated length of time necessary before production or requested records will occur.
 - 2) There is no charge to view documents which are determined to be public records. However, as provided by the written policies adopted by the OORC, applicable charges for expenses incurred by the municipality to respond to a public records request may include:
 - i. the cost of employee(s) time in excess of one hour to compile/research/redact the documents requested and
 - ii. if copies of the documents are requested, the copying cost is \$.15 for b/w and \$.50 for color on 8 1/2" X 11" pages.
 - 3) The Schedule of Fees and the Policy on Frequent and Multiple requests of copies of public records as established by the OORC are attached. Pursuant to the policies adopted by the OORC, municipalities are permitted to charge for any labor in excess of one hour that is required to compile documents for citizens' review. In the event that

SECTION 00 52 00
AGREEMENT FORMS

more than **four (4)** requests are made by any citizen per calendar month, records custodians are also permitted to stop providing a free hour of labor beginning with the fifth (5th) request for records. See the policy on Frequent and Multiple Requests for Copies of Public Records adopted by the OORC on January 9, 2009. If a records custodian reasonably believes a group of individuals are acting in concert and chooses to group together their requests for copies for purposes of charging for labor, the records custodian must file a Notice of Aggregation with the OORC.

15. The contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the destination point, but the contractor shall bear all risk on rejected material or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.
16. Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made by the City in a timely manner, however, the City's failure to inspect and accept or reject materials or supplies, as set forth herein, shall not impose liability on the City for such materials or supplies that are determined non-conforming to the Specifications. All delivered materials shall be accepted subject to inspection and physical count.
17. All **Shipments** or **Deliveries** shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:
 - 1) The Purchase Order Number
 - 2) The Name of the Article and Stock Number (Supplier's)
 - 3) The Quantity Ordered
 - 4) The Quantity Shipped
 - 5) The Quantity Back Ordered
 - 6) The Name of the Contractor

Deliveries will be accepted between 8:30a.m. and 4:00p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.

Failure to comply with these conditions **SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.**

AUDIT PROVISIONS

The City or its assign may audit all financial and related records (including digital) associated with the terms of the "Contract" (or Agreement) including timesheets, reimbursable out of pocket expenses, materials, goods, and equipment claimed by the Contractor. The City may further audit any contractor records to conduct performance audits (to identify waste and abuse or to determine efficiency and effectiveness of the contract or agreement) or to identify conflicts of interest.

The Contractor shall at all times during the term of the Contract, and for a period of **five (5) years** after the end of the contract, keep and maintain records of the work performed pursuant to the Contract. This shall include proper records of quotations, contracts, correspondence, invoices, vouchers, timesheets, and other documents that support actions taken by the Contractor. Documents shall be

SECTION 00 52 00
AGREEMENT FORMS

maintained by the Contractor necessary to clearly reflect all work and actions taken. All such records shall be maintained in accordance with generally accepted accounting principles. The Contractor shall at its own expense make such records available for inspection and audit (including copies and extracts of records as required) by the City at all reasonable times and without prior notice.

The obligations of the Contractor as set forth under these Audit Provisions shall be explicitly included in the Contractor's contracts with their subcontractors, consultants, or material suppliers to the extent that those contracts relate to the fulfillment of the Contractor's obligations to the City.

Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the City unless the audit identifies significant findings that would benefit the City. The Contractor shall reimburse the City for the total costs of an audit that identifies significant findings that would benefit the City.

This Section shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the City may have by Federal, State, or Municipal law, whether those rights, powers, or obligations are express or implied.

END OF SECTION

SECTION 00 52 13
AGREEMENT FORMS – STIPULATED SUM

AGREEMENT FORMS AND SUPPLEMENTS

Contractor is responsible for obtaining a valid license to use all copyrighted documents specified but not included in the Project Manual.

AGREEMENT AND CONDITIONS OF THE CONTRACT

- 1) See SECTION 00 73 00 for any Supplementary Conditions
- 2) The Agreement form is GS-1C Standard Form of Agreement Between Owner and Contractor

FORMS

- 1) Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- 2) Bond Forms:
 - a) AIA A310–1970 Bid Bond
 - b) AIA A312–2010 Performance Bond and Payment Bond
- 3) Post-Award Certificates and Other Forms:
 - a) Certificate of Insurance Form shall be an original valid ACCORD certificate with an attached AIA G715–1991 Supplemental Attachment for ACORD Certificate of Insurance 25-S.
 - b) Schedule of Values Form: AIA G703–1992 Continuation Sheet.
 - c) Application for Payment Form: AIA G702–1992 Application and Certificate for Payment in conjunction with AIA G703–1992 Continuation Sheet.
- 4) Contract Documents Clarification and Modification Forms:
 - a) Supplemental Instruction Form: AIA G710–1992 Architect’s Supplemental Instructions
 - b) Construction Change Directive Form: AIA G714–2007 Construction Change Directive
 - c) Change Order Form: AIA G701–2001 Change Order
- 5) Project Completion and Closeout Forms:
 - a) Certificate of Substantial Completion Form: AIA G704–2000 Certificate of Substantial Completion

REFERENCE STANDARDS

- 1) City of Chattanooga, GS-1C Standard Form of Agreement Between Owner and Contractor
- 2) AIA A310–1970 Bid Bond
- 3) AIA A312–2010 Performance Bond and Payment Bond
- 4) AIA G701–2001 Change Order
- 5) AIA G702–1992 Application and Certificate for Payment
- 6) AIA G703–1992 Continuation Sheet
- 7) AIA G704–2000 Certificate of Substantial Completion
- 8) AIA G710–1992 Architect’s Supplemental Instructions
- 9) AIA G714–2007 Construction Change Directive
- 10) AIA G715–1991 Supplemental Attachment for ACORD Certificate of Insurance 25-S

END OF SECTION

SECTION 00 61 00
BOND FORMS

BOND FORMS

THERE SHALL BE 100% PERFORMANCE AND PAYMENT BONDS

Successful Proposers shall furnish Performance and Payment Bonds, as set forth herein, within ten (10) **days** of notification of Proposal acceptance. **Performance and Payment Bonds (Surety)** are required for all public work (construction) contracts with a construction cost in excess of \$25,000 and Contractor shall, within **ten (10) days** of notification of Proposal acceptance, furnish:

- 1) **Payment Bond** in the amount of **One Hundred Percent (100%)** of the Contract Sum
- 2) **Performance Bond** in the amount of **One Hundred Percent (100%)** of the Contract Sum

Performance and Payment Bonds shall be submitted on an approved form, made out to the City of Chattanooga, and shall serve as security for the faithful performance of the contractual agreement. The surety thereon must be certified by a surety company authorized and licensed to transact business in the State of Tennessee.

END OF SECTION

SECTION 00 72 13
GENERAL CONDITIONS – STIPULATED SUM (SINGLE-PRIME CONTRACT)

GENERAL CONDITIONS

The following general rules and conditions apply to all purchases by the City and shall become a definite part of this Request for Proposal, unless otherwise specified therein. Proposers, or their authorized representatives, are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Proposals in response to this Request for Proposal; failure to do so will be at the Proposer's own risk and he cannot secure relief on the plea of error.

Subject to State and City laws, and all rules, regulations and limitations imposed by legislation of the Federal Government, proposals and bids on all advertisements, requests for proposal, and invitations issued by the Chattanooga Downtown Redevelopment Corporation "CDRC", City of Chattanooga "City", and the Office of the City Purchasing Agent will bind Proposers to all applicable conditions and requirements set forth herein, unless otherwise specified in this Request for Proposal.

1. To be in compliance with T.C.A. 62-6-102 through 62-6-119. Proposers must have a State Contractors License at the time of bid opening, and must produce copy of same.
2. IF THE CONTRACTOR'S PROPOSAL IS \$25,000 OR GREATER, THEN THE PROPOSAL SHALL INCLUDE A FULLY EXECUTED CONTRACTOR'S IDENTIFICATION FORM ATTACHED TO THE PROPOSAL PACKAGE AND SHALL HAVE LISTED THE PROPOSER'S NAME; THE CONTRACTOR'S LICENSE NUMBER, LICENSE EXPIRATION DATE, AND THE LICENSE CLASSIFICATION OF THE CONTRACTOR APPLYING TO BID FOR THE PRIME CONTRACT; AND THE LICENSING INFORMATION FOR ANY ELECTRICAL, PLUMBING, HEATING, VENTILATION & AIR CONDITIONING AND MASONRY SUBCONTRACTORS.

If the Contractor's Proposal is less than \$25,000, the outside of the envelope may only have listed the name of the prime contractor. If, however, upon opening the envelope it is determined that such Proposal is in excess of \$25,000, the Proposal shall be automatically be disqualified.

Only **one (1)** contractor or subcontractor in each license classification may be listed on the outside of the envelope. Prime contractor Proposers who are to self-perform the electrical, plumbing, heating, ventilation & air conditioning and masonry work must be so designated on the outside of the envelope.

PROPOSERS FAILING TO COMPLY WITH THE ABOVE REQUIREMENTS SHALL VOID SUCH PROPOSAL AND THE ENVELOPE CONTAINING SUCH PROPOSAL SHALL NOT BE OPENED OR CONSIDERED. [REFER TO T.C.A. 62-6-119(B)].

3. Proposals shall be submitted only on the forms provided by the City of Chattanooga. The Proposer shall submit **three (3) original copies** signed and sealed along with **three (3) complete electronic copies** of the entire Proposal in the envelope provided for that purpose. Electronic copies shall be submitted on separate "thumb" drives only, CDs, DVDs or other electronic media will not be accepted.
4. A written request for the withdrawal of a Proposal or any part thereof shall be granted if the request is received by the City of Chattanooga prior to the specified time of opening. Proposals submitted may not be amended or withdrawn after the specified time of bid opening.
5. Proposals received after the specified time of Bid Opening will not be accepted.

SECTION 00 72 13
GENERAL CONDITIONS – STIPULATED SUM (SINGLE-PRIME CONTRACT)

6. All information required by the Request for Proposal must be supplied to constitute a proper Proposal.
7. Unless specified otherwise, all Proposals submitted shall be binding for **forty-five (45) calendar days** following bid opening date, unless the Proposer, upon request of the City, agrees to an extension.
8. Qualified Proposals are subject to rejection in whole or in part.
9. Terms discount of less than **ten (10) days** will not be considered in evaluating the Proposal.
10. Unless otherwise specified by the City or by the Proposer, the City reserves the right to make an award on all items, or on any of the items according to the best interests of the City. Proposer may restrict his Proposal to consideration in the aggregate by so stating, but should name a unit price on each item Proposal upon; any Proposal in which the Proposer names a total price for all the articles without quoting a price on each and every separate item, may be rejected at the option of the City.
11. When an error is made in extending total prices, the unit price will govern. Carelessness in quoting prices or in preparation of Proposal otherwise, will not relieve the Proposer. Erasures or changes in Proposals must be initialed.
12. Requests for interpretation of specifications, drawings, and information provided in the Request for Proposal shall be made to the City, in writing, not less than **five (5) days** before the opening of the Proposals. Any interpretations made to prospective Proposers will be expressed in the form of an Addendum to the Request for Proposal which, if issued, will be sent to all prospective Proposers no later than **three (3) days** before the date set for opening of Proposals.
13. Firms shall abide by and comply with the requirements of the Request for Proposal and shall not attempt to take advantage of any obvious error or omission therein, but shall fully complete every part of the Project in accordance with the Request for Proposal, drawings, specifications and requirements as set forth herein. Whenever mention is made of any work product, service, article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations, or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements thereof. If exceptions to the specifications are taken, this fact must be clearly stated on the Bid form and each exception listed individually in the Letter of Interest. The absence of a written list of exceptions to the specifications at the time of submittal of the Proposal will hold the Proposer strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.
14. In the event a firm is unable to submit a Proposal on the requirements as set forth in this Request for Proposal and drawings, specifications, and other requirements incorporated herein as Attachment, such firm shall promptly return the Request for Proposal, and materials, and any drawings and specifications provided by the City and include explanation of non-response to this Request for Proposal. The City shall, periodically, remove the names of those persons, firms, or corporations who fail to respond after having been invited to bid on a commodity or commodities for **three (3)** successive bid openings.
15. City of Chattanooga is Tax Exempt.
16. Each Proposer shall submit in duplicate where necessary or when requested by the City, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes, etc., necessary to fully describe the material or work proposed.

SECTION 00 72 13
GENERAL CONDITIONS – STIPULATED SUM (SINGLE-PRIME CONTRACT)

17. In the event of a Tie Proposal or Bid, the City will give preference to Proposals or Bids proposing materials, products, and labor produced locally and may use the following in determination of such:
 - a. Gross receipts taxes paid by Proposer
 - b. Home office location of Proposer
 - c. Place of Residence of direct employees of the Proposer, their subcontractors, consultants and resources
 - d. Flip of a coin
18. Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for, at contract prices, all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any balances unordered, as of the contract expiration date, unless Contractor furnishes the City with a written Statement of Unordered Balances not later than **ten (10) days** after the termination date of the contract.
19. On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
20. The Proposer certifies that his Proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a Proposal for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
21. All identical Proposals submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount shall, at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
22. The City may, at their sole discretion and in writing, waive or modify one or more of these General Conditions and Instructions that are inapplicable or inappropriate for a particular contract or purchase. A request for a waiver of or modification of any such condition or instruction shall be submitted to the City, in writing, together with supporting justification for any waiver or modification.
23. No Proposal will be accepted from, or Contract awarded to, any person, firm or corporation that is in arrears or is in default to the City of Chattanooga upon any debt or Contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City of Chattanooga, or had failed to perform faithfully any previous Contract with the City of Chattanooga. The Proposer, if requested, must present within 48 hours evidence satisfactory to the City of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms, requirements, drawings and specifications as set forth herein.

PRODUCT SAMPLES

Samples submitted by Proposers of items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Proposers whose samples are retained may reclaim them after delivery is accepted.

Samples on which Proposers are unsuccessful must be reclaimed as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be

SECTION 00 72 13
GENERAL CONDITIONS – STIPULATED SUM (SINGLE-PRIME CONTRACT)

responsible for such samples if not removed by the Proposer within 30 days after the award has been made.

Proposers shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the Proposer.

All sample packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the Proposer, item number, Proposal or requisition number and shall be carefully tagged or marked in a substantial manner.

MANUFACTURER AND TRADE NAMES

Any reference contained in the Request for Proposal, drawings, specifications, or information provided by the City, to a specific manufacturer, trade name, catalog or reference number shall be for descriptive purposes only and shall not be construed as a statement of preference by the City or that such reference conforms to the requirements of the Request for Proposal.

Proposals offering an item which is specifically identified by a manufacturer's name, trade name, catalog or reference number and not specifically proposed therein as "equal" shall be confirmation that the Proposer proposes to furnish the item as identified and **does not propose to furnish an "equal"**.

If no particular brand, model or make is specified, and if no data are required to be submitted with the Proposal, the successful Proposer, after award and before manufacture or shipment, may be required to submit additional information, working drawings, or detailed specifications sufficient to enable the City verify compliance with requirements of the Request for Proposal.

NOTICE OF ACCEPTANCE

Following the review of all Proposals, and upon the recommendation of the Review Committee, the City may, at its sole option, reject all Proposals or elect to proceed with the Project. In the event that the City elects to proceed with the Project, the City will issue a written Notice of Acceptance to the Successful Proposer and enter into a contract therewith.

END OF SECTION

SECTION 00 73 16
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

The Contractor and their Subcontractors, Consultants or Material Suppliers shall not commence work on the Project prior to providing, to the City's satisfaction, written evidence of conformance with all insurance requirements set forth herein. 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:

1. **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 the entire 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 the statute.
2. **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 Proposer to defend and indemnify the City of Chattanooga against such claims or suits.

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

SECTION 00 73 16
INSURANCE REQUIREMENTS

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.

3. 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.
 - a. The comprehensive general public liability and property damage coverage shall also protect the Contractor against all claims resulting from damage to:
 - i. Private driveways, walks, shrubbery, and plantings
 - ii. Public utility facilities
 - iii. United States Government monuments
 - b. The liability limits shall not be less than:
 - i. Bodily Injury \$500,000 each person
 \$1,000,000 each occurrence
 - ii. Property Damage \$250,000 each occurrence
 \$500,000 aggregate
4. **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.
 - a. The liability limits shall not be less than:
 - i. Bodily Injury \$250,000 each person
 \$500,000 each occurrence
 - ii. Property Damage \$100,000 each occurrence
5. The Contractor shall purchase and maintain until Substantial Completion **Builder's Risk Insurance** (not All Risk Insurance) in the amount of the initial Contract Sum plus any amounts added by Change Order. The insurance shall list and include as named insured the City of Chattanooga, the Contractor, and all Subcontractors A.T.I.M.A. The deductible amount shall be \$1,000.00 for each occurrence, which shall be paid by the Contractor. The Builder's Risk Insurance shall also provide coverage for portions of the work in transit and for temporary storage of portions of the work to the value approved by the City in the Certificate for Payment.

END OF SECTION

SECTION 00 73 19
HEALTH AND SAFETY REQUIREMENTS

HEALTH AND SAFETY REQUIREMENTS

MODEL AFFIDAVIT

STATE OF TENNESSEE
COUNTY OF HAMILTON

DRUG-FREE WORKPLACE AFFIDAVIT
OF FIRM

NOW COMES AFFIANT, who being duly sworn, deposes and says:

1. He/She is the principal officer for [insert name and address of firm];
2. That the firm has submitted a statement of qualifications to the City of Chattanooga for services in connection with **“DESIGN AND INSTALLATION OF COMPACTION GROUTING SOIL STABILIZATION SERVICES AT THE CHATTANOOGAN HOTEL, CHATTANOOGA, TENNESSEE.”**
3. That the firm employs no less than **five (5)** employees;
4. That Affiant certifies that the firm has in effect, at the time of submission of its Proposal to perform the services referred to above, a drug-free workplace program that complies with §50-9-113, Tennessee Code Annotated.
5. That this affidavit is made on personal knowledge.

Further Affiant saith not.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20____

NOTARY PUBLIC

My commission expires: _____

END OF SECTION

SECTION 00 73 36
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

AFFIRMATIVE ACTION PLAN

For

(Name of Firm)

The above named Firm, herein after referred to as "Proposer", having prepared and hereby submitting a Proposal to the City of Chattanooga "City" in response to an advertisement or Request for Proposal, hereby attests that they are an equal opportunity employer and has abided by the Affirmative Action Plan of the City of Chattanooga in the completion of all requirements of this Request for Proposal and preparation of this Proposal and if awarded a contract with the City, hereby agrees to re-attest compliance for the duration of the Contract. The Affirmative Action Plan of the City of Chattanooga is as follows:

7. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The Firm 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
8. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or handicap.
9. The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
10. During the term of this contract the following non-discriminatory hiring practices shall be employed to provide employment opportunities for minorities and women:
 - a. All help wanted ads placed in newspapers or other publications shall contain the phrase "Equal Employment Opportunity Employer".
 - b. Seek and maintain contracts with minority groups and human relations organizations as available.
 - c. Encourage present employees to refer qualified minority group female applicants for employment opportunities.
 - d. Use only recruitment sources which state in writing that they practice equal opportunity. Advise all recruitment sources that qualified minority group members and women will be sought for consideration for all positions when vacancies occur.

SECTION 00 73 36
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

11. Minority statistics are subject to audit by City of Chattanooga staff or other governmental agency.
12. The Firm agrees to notify the City of Chattanooga of any claim or investigation by State or Federal agencies as to discrimination.

(Signature of Firm's Principal)

(Title and Name of Firm)

(Date)

END OF SECTION

SECTION 00 73 53
ANTI-POLLUTION MEASURES

ANTI-POLLUTION MEASURES

STORMWATER REQUIREMENT

Per the City of Chattanooga Municipal Separate Storm Sewer (MS4) National Pollutant Discharge Elimination System (NPDES) permit No. TNS068063 issued by the State of Tennessee, contractors involved in municipal maintenance activities shall comply with all federal, state and local stormwater requirements including stormwater control measures or best management practices (BMPs), facility-specific stormwater management regulations and related standard operating procedures (SOPs).

Municipal maintenance activities covered by this requirement includes but not limited to:

1. Vehicle maintenance and washing activities
2. Buildings and other facilities maintenance
3. Right-of-Way maintenance
4. Activities that disturb dirt
5. Activities that generate by-products, wastes or wastewater, etc.

Examples of BMPs include: 1) proper erosion and sediment control practices, 2) proper handling and disposal of wastewater and wasted materials, and 3) good housekeeping measures, etc. For additional guidance contact the **City Water Quality Program at (423) 643-5877**.

Note that failure to comply with stormwater regulations would result in enforcement actions that include court citation and/or civil penalty assessment up to \$10,000 per day per violation.

END OF SECTION