

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

INVITATION TO BID

Bid Reference No. 17021

April 28, 2017

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

PROPERTY MAINTENANCE & MOWING SERVICES

Bids will be accepted in the Purchasing Department, Bristol City Hall, 801 Anderson Street, Room 204, Bristol, Tennessee 37620 until **May 15, 2017 at 10:00 a.m.**, prevailing local time, at which time the bids will be publicly opened and read. Include the bid reference number on the bid envelope.

Contact Karl Cooler at 423-989-5659 if you have technical questions. Contact Crystal Key at 423-989-5528 if you have any questions regarding the bidding process.

City of Bristol, Tennessee
Invitation to Bid

Bid Reference No. 17021

TABLE OF CONTENTS

	<u>Enclosed</u>
I. Instructions to Bidders	X
II. General Conditions	X
III. Special Conditions	
IV. Description of Requirements and Specifications	X
V. Bid Pricing Sheet	X
VI. Requirement of Iran Divestment	X
VII. Title VI Voluntary Disclosure	X

City of Bristol, Tennessee
Invitation to Bid

INSTRUCTION TO BIDDERS

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

INSTRUCTION TO BIDDERS (CONTINUED)

Page 2

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

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

- End of Section -

City of Bristol, Tennessee
Invitation to Bid

GENERAL CONDITIONS

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

GENERAL CONDITIONS (CONTINUED)

Page 2

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

GENERAL CONDITIONS (CONTINUED)

Page 3

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

GENERAL CONDITIONS (CONTINUED)

Page 4

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

- End of Section –

City of Bristol, Tennessee
SPECIAL CONDITIONS

PROPERTY MAINTENANCE / MOWING SERVICES

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

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

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

City of Bristol, Tennessee
DESCRIPTION OF REQUIREMENTS AND SPECIFICATIONS

PROPERTY MAINTENANCE & MOWING SERVICES

1.0 GENERAL

- 1.1** The Community Development Department of the City of Bristol, Tennessee is responsible for ensuring that property within the city limits is maintained in accordance with city regulations. If a property owner fails to comply with the maintenance regulations, the city is responsible for correcting the outstanding issues.

The City of Bristol Tennessee is soliciting sealed bids to award a seven (7) month contract for property maintenance and mowing services as required. The successful Contractor will be assigned the property to be mowed/cleaned, as needed, by the City's Community Development Department. The successful Contractor shall provide all labor, equipment and public safety equipment necessary to perform this work.

The intent of this bid is to establish an agreement with qualified Contractors, to provide this service for the City, whenever needed during a seven (7) month period.

- 1.2** This contract will be for a seven (7) month period. Should both parties be in agreement, the contract may be renewed on an additional six month basis up to a total two (2) years if all terms, conditions, and prices remain unchanged.
- 1.3** The City may terminate this agreement by giving the contractor ten (10) days written notice. Upon delivery of such notice by the City to the Contractor, the Contractor shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services satisfactorily performed under this agreement to the date of the termination. The City shall then pay the contractor that portion of the prescribed charges.
- 1.4** The successful bidder's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigner of the liability in the event of default by the assignee.

1.5 The bid quote must be submitted on the form provided. Each bidder may submit their Contract for Services form for City evaluation. At the City's option, the successful bidder's form may be used as submitted or edited to meet the needs of the City and successful bidder; or the City may choose to use the Standard Form of Agreement.

1.6 General Definitions

- Inspector: Shall mean the Code Administrator, or his/her designated representative, who shall monitor the contractor's performance.
- Trash and Litter: Shall mean any debris within the mowing area including, but not limited to paper, cans, bottles, limbs not larger than three (3) inches in diameter, trash bags, rocks, etc., which is not intended to be part of the landscape. Removal of debris includes the sweeping or blowing away of grass clippings from all hard surfaces such as sidewalks, curbs, pavers and the noses of medians. This debris is not to be blown into the street.
- Trimming: Shall refer to the cutting or removal of all plant material immediately adjacent to or under mowing area structures, poles, trees, signs, fences, planting beds, rocks or other man-made or natural above-ground objects.
- Minor Debris: The removal of minor debris will include Styrofoam/paper cups, plates, plastic and paper bags, cans, bottles, boxes, bagged leaves and limbs, and other similar sized items that can be easily picked up and bagged by one person.

2.0 SCOPE OF WORK, ASSIGNMENTS AND INSPECTION OF WORK

2.1 The Contractor shall complete all work within Five (5) working days from the date of notification from the date of City notice.

2.2 All mowing equipment must be provided by the contractor and be of sufficient size and power to cut all vegetation in excess of twelve (12) inches in height to a uniform height of no more than three (3) inches.

2.3 All sidewalk and paved surfaces in residential and commercial neighborhoods must be cleared of grass clippings.

2.4 The Contractor shall correct any deficiencies in work within 48 hours of written or verbal notification by the City. Should the Contractor fail to correct the default

DESCRIPTION OF REQUIREMENTS & SPECIFICATIONS (CONTINUED)

Page 3

to the satisfaction of the City within this period, the City reserves the right to withhold payment and/or to terminate, in whole or in part, this contract. No additional payment will be due for re-working a site.

2.5 The Contractor shall preserve from damage all property associated with, or is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

2.6 Failure on the part of the Contractor to complete the work as assigned shall be sufficient reason for the City to have the work in question completed by others, or a secondary bidder.

NOTE: If work is completed by others, any additional cost caused by a higher price may be deducted from the original Contractor's next payment, if any.

2.7 The City reserves the right to inspect, either announced or unannounced, the work performed by the Contractor. Upon determination of any violation of the specifications and/or this contract, the inspector shall record all pertinent information for City review.

2.8 Mowing and trimming heights shall be no more than three (3) inches in height. (Reference 2.2 Mowing Equipment)

2.9 The Contractor shall properly dispose of all trash and litter. Any debris scattered by the mowing process shall be cleaned-up by the Contractor prior to leaving site. (Paper, Styrofoam, etc.)

All structures, trees, poles, signs, fences and shrub beds must be given special care so as to not inflict damage. Fees may be assessed for any damage to these structures or plant material.

-End of Section-

City of Bristol, Tennessee
BID PRICING SHEET

Bid Reference No. 17021

Property Maintenance & Mowing Service

Total Price: \$ _____ (Price in Numbers)

_____ (Price in Words)

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

Signature of Authorized Official

Name and Title (Printed)

Legal Name of Business

Physical Address

Mailing Address

Telephone Number

Fax Number

Email

Date

REQUIREMENTS OF IRAN DIVESTMENT ACT

Name of Bidder: _____

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

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

Signature: _____

Date: _____

Complete and return with bid package.

TITLE VI VOLUNTARY DISCLOSURE BY VENDORS/CONTRACTORS

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

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

Gender: Male
 Female

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

DRUG-FREE WORKPLACE AFFIDAVIT OF PRIME BIDDER

STATE OF _____

COUNTY OF _____

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

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

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

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

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

5. This affidavit is made on personal knowledge.

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

(Signature of affiant)

(Title of affiant)

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

(Signature of notary public)

My commission expires _____

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

City of Bristol, Tennessee
Insurance Checklist

REQUIRED COVERAGE (marked by "X")

MINIMUM LIMITS

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

INSURANCE CHECKLIST (CONTINUED)

Page 2

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

INSURANCE AGENT'S STATEMENT:

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

Comments: _____

Is Professional Liability excluded under General Liability? Yes___ No___

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

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

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

AGENCY NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

CONTRACTOR’S STATEMENT:

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

CONTRACTOR’S NAME: _____

AUTHORIZED SIGNATURE: _____ Date: _____

Bid Number: **17021** Bid or Project Name: **Property Maintenance & Mowing Services**

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

- End of Section-

City of Bristol, Tennessee
General Contract Form

Purpose

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

Insurance

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

General Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor's Insurance – Occurrence Basis:

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

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

General aggregate limit is to apply per project;

Premises/Operations;

Action of Independent Contractors;

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

Personal Injury Liability including coverage for offenses related to employment;

Explosion, Collapse, or Underground (XCU) hazards.

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

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

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

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

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

Alternative Coverage (Self Insurance)

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

Limits of Liability Coverage

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

Verification of Compliance

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

Contractor's Name: _____

EIN or SSN: _____

Signed by: _____

Title: _____

Date: _____

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