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BIDDERS INSTRUCTIONS

1. General

The City of Johnson City (“the City”) is seeking a qualified Licensed Electrical Contractor to furnish and install, as detailed herein, Phase 2 of Electrical Upgrades to the Johnson City Transit Center, located at 137 West Market Street, Johnson City, TN, in accordance with the scope of work contained herein. This project is funded by the Federal Transit Administration, the Tennessee Department of Transportation, and the City of Johnson City.

2. Background

During the addition/renovation project done for this building in the 1980's, a new electrical service was provided to the facility. While the service work done at that time complied with the codes that were in place, the installation does not meet present City of Johnson City and Johnson City Power Board codes and standards. Main deficiencies are as follows:

1. Utility meter for the building is located inside the building in a locked equipment room on the first floor. Johnson City Power Board now requires the meter to be outside the building.
2. Main circuit breaker which disconnects power for the facility is located in the aforementioned equipment room. This room is not readily accessible to the emergency personnel in the event that power needs to be turned off in an emergency situation. City of Johnson City Code now requires that main disconnecting means for the building must be installed in a readily accessible location for emergency building.

This project will correct the deficiencies noted above by providing a new underground electrical secondary service entrance wiring system to the building which will locate the main disconnecting means in a readily accessible location outside the building. Project will also include installation of a new electrical meter outside the building. Project will also include some miscellaneous branch circuit wiring upgrades inside the building.

3. Scope of Work

a. Labor, Materials, Equipment, and Supervision

The Contractor shall provide all labor, materials, equipment, supervision and supplies as required to furnish & install the electrical work at the Transit Center, as detailed in the Technical Specifications, herein.

b. Permits, Fees, Codes, and License

The Contractor shall secure all necessary permits, pay all necessary fees, and conform to all local, state, and national electrical codes. The installing Contractor shall be a licensed and bonded electrical contractor, regularly engaged in installation of power wiring of facilities such as detailed in the Technical Specifications, herein.

c. Jobsite

Contractor will keep jobsite clean and orderly on a daily basis. All debris shall be removed and disposed of in a legal manner.

d. Contractor Performance

These specifications are not intended to be complete in every detail. Therefore, the Contractor is expected to perform all work in a professional workmanlike manner in accordance with all applicable City, State and Federal codes and regulations.

e. Project Schedule

Begin work: Contractor will begin work on the project within thirty (30) days of contract award, and will complete the project no later than ninety (90) days of contract award. Failure to begin and/or complete work on electrical system upgrade within the specified time may result in nullification of contract, at the City's discretion, unless the delay is unavoidable.

Inform JCT of work schedule: Contactor will inform with the JCT Transit Director of the date that work is to begin one week prior to the start date, for her confirmation.

Excavation and Backfilling:

- Contractor shall perform/complete within two (2) days, from start to finish, all work related to the excavation and backfilling portion of the project (to accommodate the new underground electrical line which will travel from the JC Power Board padmounted transformer to the JCT Transit Center building, as shown on technical drawings, herein).
- Contactor shall notify the JCT Director at least 3 days prior to the date the excavation and backfilling portion of the project will begin.

Unavoidable delay: A delay is unavoidable only if the delay was not reasonably expected to occur in connection with or during the Contractor’s performance; was not caused directly or substantially by acts, omissions, negligence, or mistakes of the Contractor, the Contractor’s suppliers, or their agents; was substantial and in fact caused the Contractor to miss delivery dates; and could not adequately have been guarded against by contractual or legal means.

f. Required Project Signage

The Contractor is responsible for meeting the Federal Transit Administration (FTA) requirements listed below for this FTA-funded project:

- i. One sign shall be erected at each major entrance to the project for maximum public identification of the work, and shall be maintained in good condition until completion of the project. Upon completion, the signs shall be removed.
- ii. Signs are to be cut from standard 4' x 8' waterproof plywood sheets or other suitable material, and shall meet the design standards as shown in the attached figure.
- iii. The size may be varied to meet special or local requirements, but proportions shall be maintained.
- iv. The center white panel will indicate briefly the nature of the project. Avoid maps or lengthy descriptions. Copy should be limited to two lines, if possible.
- v. No information shall be included on the project signs except that stipulated in the above paragraphs.

Attachment B provides a graphic depicting the measurements and lettering of the required project sign.

4. ITB Schedule

ITB Issued	August 10, 2012
Pre-Bid Meeting (Mandatory).....	August 28, 2012 10:00 a.m.
Bids Opened.....	September 13, 2012 2:00 p.m.
Contract Awarded.....	September 21, 2012

5. Bid Preparation/Submission

a. Pre-Bid Meeting

A MANDATORY PRE-BID MEETING IS SCHEDULED FOR TUESDAY, AUGUST 28, 2012, at 10:00 A.M., AT THE JOHNSON CITY TRANSIT CENTER (137 W. Market St., Johnson City, TN 37604) This meeting will allow potential bidders to familiarize themselves with the jobsite conditions prior to submitting a bid. Contact Donna Bridwell, Transit Planner (423-434-6269) or Eldonna Janutolo, Transit Director (423-434-6260) with any questions or requests for clarifications regarding this meeting.

b. References

Bidders are to list three references for similar (or larger) electrical projects on commercial buildings which they have completed within the past five years, on the Bidder's References Form provided herein (Attachment C). Failure to include such references will constitute a non-responsive bid.

c. Guarantee

By submitting a bid in response to this ITB, successful bidder certifies that all work on the project (materials and labor) will be guaranteed for a minimum of one year from the date of project acceptance. Bidder will specify Manufacturer's warranty on items supplied, as applicable.

d. Wage Determination General Decision

Bid price submitted by bidders will reflect wages to be paid adhering to the current Davis-Bacon wage determination as follows:

- General Decision Number TN120112, dated 6/08/2012, for Washington County, TN – Building (Attachment D).

e. Insurance and General Contract Form

Bidders must complete and return both the enclosed Insurance Checklist (Attachment E) and General Contract Form (Attachment H), with bid package. Successful bidder will provide Certificate of Insurance prior to contract release by Purchasing.

f. Bidder's List Form

Bidders must complete and return the enclosed Bidder's List Form (Attachment F), with bid package.

g. Drug-Free Workplace

All bidders must complete and return the enclosed Drug Free Workplace Affidavit (Attachment G) to verify compliance with TCA 50-9-113 with bid package. Failure to comply with this requirement may result in that bid being declared non-responsive.

h. State Contractor's License

If bid is \$25,000 or more, bidder must be a licensed contractor in the State of Tennessee, as required by the Contractor's Licensing Act of 1994 (TCA Title 62, Chapter 6), as amended, State of Tennessee. Copy of License to be attached.

- i. Bid responses \$25,000+ must have a completed Bid Envelope Form (Attachment J) attached to the outside of the bid envelope. Any bid which is \$25,000+ and which does not include a completed Bid Envelope Form on the outside of the proposal envelope will be considered non-responsive.
- ii. Bidders must list their State of Tennessee Contractor's License Number in the space provided on the enclosed Bidder's Document Checklist (Attachment A), and return the completed Bidder's Document Checklist with their bid. Failure to comply with this requirement may result in that bid being declared non-responsive.
- iii. Bid responses below \$25,000 should so state on the Bid Envelope.

6. Payment

This project shall be paid within 30 days following completion of work and satisfactory inspection and approval of the City.

7. Other Requirements

This bid includes the City's "Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties" (Attachment K).

PHASE TWO ELECTRICAL UPGRADES FOR JOHNSON CITY TRANSIT CENTER

JOHNSON CITY, TENNESSEE

JULY 23, 2012

VREELAND ENGINEERS, INC.
KNOXVILLE, TENNESSEE
865-637-4451

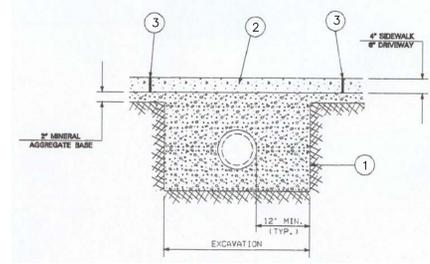
DRAWING INDEX:

- SE1 SITE PLAN - ELECTRICAL
- E1 FIRST AND SECOND FLOOR PLANS - POWER
- E2 LEGEND, SCHEDULES, DETAILS AND SPECIFICATIONS



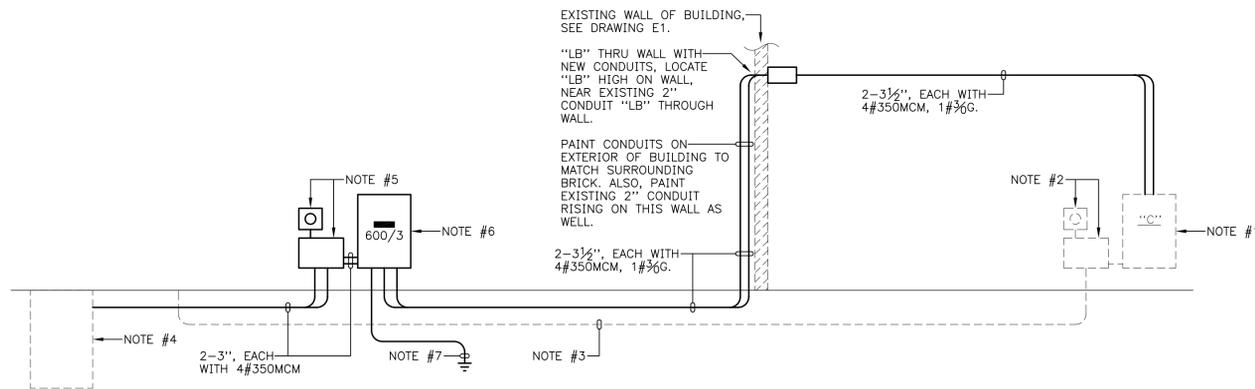
VICINITY MAP
NTS





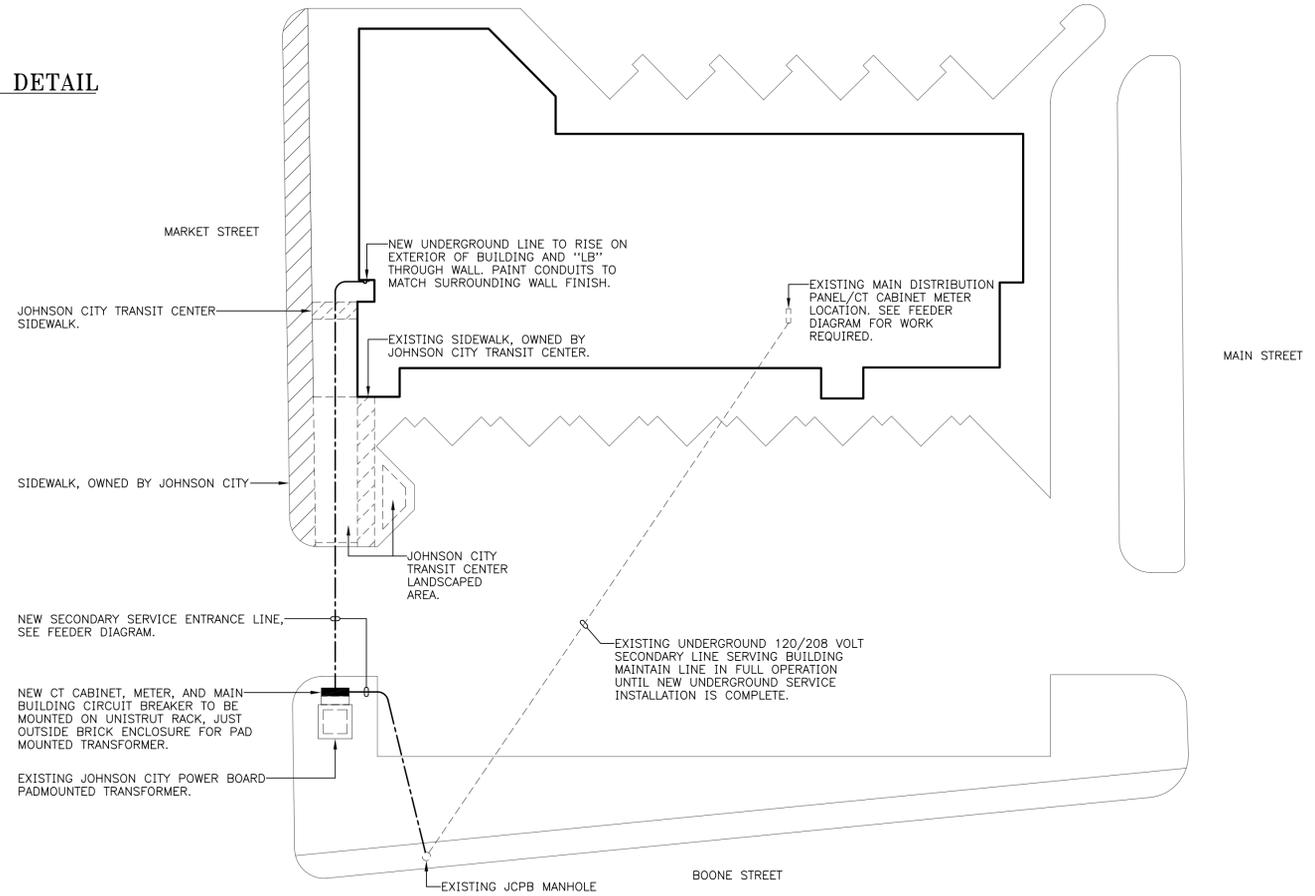
TYPICAL CONCRETE SIDEWALK/DRIVEWAY REPAIR DETAIL
N.T.S.

- NOTES:**
1. MINERAL AGGREGATE BASE, CLASS A AGGREGATE GRADING D, COMPACTED IN SIX (6) INCH LIFTS TO 100% OF THE STANDARD PROCTOR DENSITY AT 2% LESS THAN OPTIMUM MOISTURE CONTENT AS DETERMINED BY AASHTO T99, METHOD D, APPROXIMATELY 140 PCF FOR LIMESTONE.
 2. CONCRETE SIDEWALKS, DRIVEWAYS, AND PARKING LOTS.
 3. LIMITS OF REMOVAL SHALL BE FROM THE NEAREST EXPANSION OR CONTRACTION JOINT.
 4. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION CONCERNING UNDERGROUND INSTALLATION REQUIREMENTS.

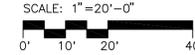


FEEDER DIAGRAM
N.T.S.

- FEEDER DIAGRAM NOTES:**
1. EXISTING PANELBOARD "C", 600 AMPERE 120/208 VOLT, 3-PHASE, 4-WIRE. RE-FEED EXISTING PANELBOARD AS SHOWN. PANELBOARD IS AN EXISTING GULD ITE PANELBOARD. MODIFY PANEL BY PROVIDING NEW LUGS AS REQUIRE TO ACCEPT PARALLEL #350MCM COPPER FEED AS SHOWN. EXISTING LUGS MAY BE REUSED IF PRACTICABLE, OTHERWISE PROVIDE NEW LUGS. DISCONNECT NEUTRAL TO GROUND BUILDING AT PANEL "C". NEUTRAL SHALL ONLY BE BONDED TO GROUND IN NEW 600/3 ENCLOSED CIRCUIT BREAKER. PROVIDE NEW GROUND BUS IN PANEL "C" IN ORDER TO ISOLATE ALL NEUTRAL CONDUCTORS FROM EQUIPMENT GROUNDING SYSTEM.
 2. REMOVE EXISTING CT CABINET AND METER, IN ELECTRICAL ROOM. NEW CT CABINET/METER SHALL BE INSTALLED OUTSIDE AS INDICATED.
 3. REMOVE EXISTING UNDERGROUND SECONDARY WIRING FROM EXISTING PADMOUNTED TRANSFORMER TO PANEL "C", VIA CT CABINET/METER. THIS LINE SHALL NOT BE REMOVED UNTIL NEW SERVICE INSTALLATION IS COMPLETE. COORDINATE OUTAGE TIME WITH OWNER. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 4. EXISTING JOHNSON CITY POWER BOARD MANHOLE IN SIDEWALK ALONG BOONE STREET. PROVIDE NEW SECONDARY SERVICE ENTRANCE WIRING (120/208 VOLT, 3-PHASE, 4-WIRE, WYE) FROM THIS MANHOLE AS INDICATED. CAREFULLY COORDINATE WITH JOHNSON CITY POWER BOARD.
 5. PROVIDE NEW 3R CT CABINET/METER BASE FOR NEW SERVICE.
 6. FURNISH AND INSTALL NEW NEMA 3R ENCLOSED CIRCUIT BREAKER, 600/3, 42,000 AIC, UL LISTED FOR 120/208 VOLT, 120/208 VOLT, 3-PHASE, 4-WIRE, WYE SECONDARY SERVICE ENTRANCE USE. SECURELY MOUNT NEW CIRCUIT BREAKER, ALONG WITH CT CABINET/METE BASE ON UNISTRUT RACK AS REQUIRED.
 7. PROVIDE NEW SERVICE GROUNDING CONSISTING OF DRIVEN GROUND RODS, BONDED TOGETHER BY "CADWELD" PROCESS WITH #36 AWG COPPER CONDUCTOR, SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.



SITE PLAN - ELECTRICAL

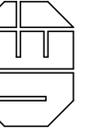


- WIRING NOTE:**
1. NEW UNDERGROUND LINE SHOWN SHALL BE INSTALLED MINIMUM 24" BELOW FINISHED GRADE. ROUTING SHOWN IS DIAGRAMMATIC ONLY. OTHER THAN NECESSARY TIE-IN WORK AT JCPB MANHOLE IN SIDEWALK ALONG BOONE STREET, ALL NEW UNDERGROUND WIRING SHALL BE RUN COMPLETELY ON JOHNSON CITY TRANSIT CENTER PROPERTY. NO PART OF LINE SHALL BE PERMITTED TO BE INSTALLED UNDER CITY OF JOHNSON CITY SIDEWALK.



Vreeland Engineers Inc.

3107 Sutherland Ave.
P.O. Box 9648
Knoxville, TN 37959
PH: (865) 637-4451
FAX: (865) 637-1568
WATS: 800-362-9769



**PHASE TWO ELECTRICAL UPGRADES FOR
JOHNSON CITY TRANSIT CENTER**
JOHNSON CITY, TENNESSEE

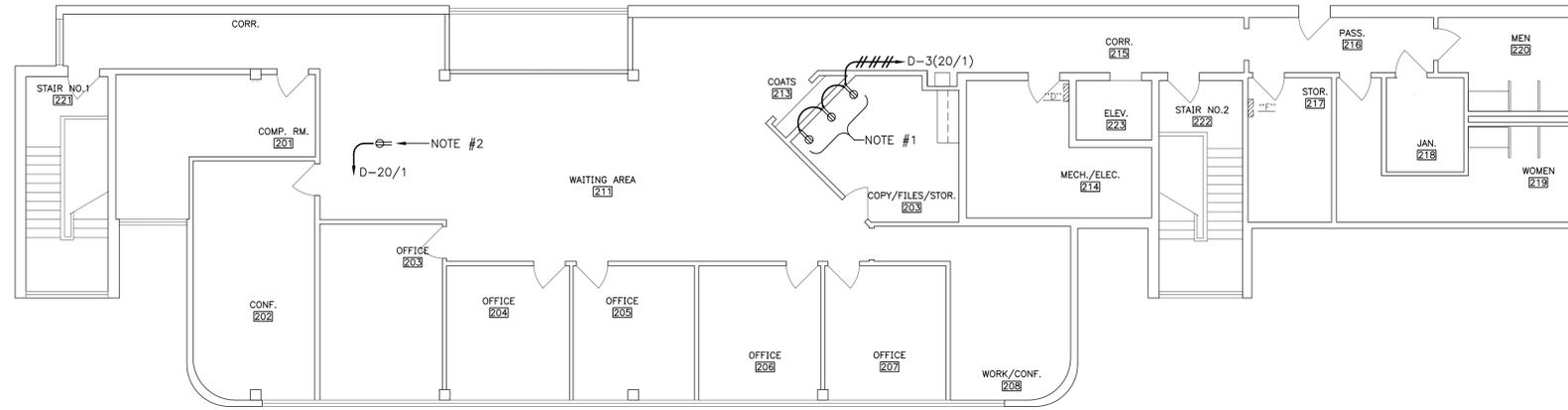
DRAWING DESCRIPTION:
SITE PLAN -
ELECTRICAL

DATE:
7-23-12

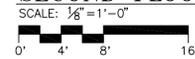
REVISIONS:

SHEET NUMBER

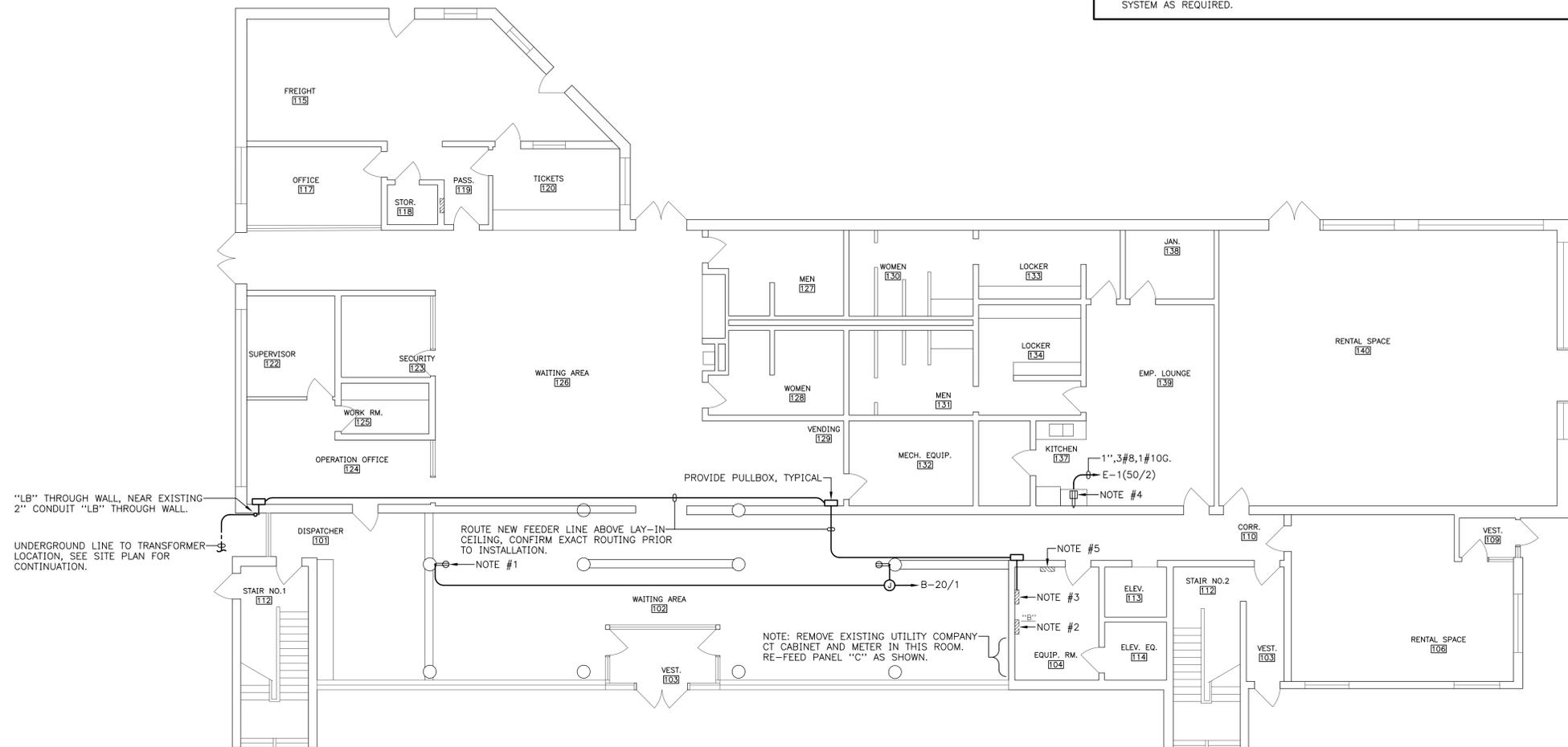
SE1



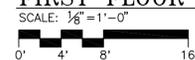
SECOND FLOOR PLAN - POWER



- NOTES:**
1. PROVIDE THREE NEW DEDICATED 120 VOLT, 20 AMPERE CIRCUITS FED FROM EXISTING PANEL "D" TO SERVE NEW OUTLETS SHOWN. PRIOR TO ROUGH-IN, CONTRACTOR SHALL COORDINATE EXACT LOCATION OF DEVICES WITH OWNER.
 2. PROVIDE NEW 120 VOLT, 20 AMPERE DUPLEX RECEPTACLE ON DEDICATED CIRCUIT IN OPEN OFFICE AREA. DEVICE SHALL BE PHYSICALLY MOUNTED ON BASE OF EXISTING LOW PARTITION FURNITURE SYSTEM, AT EXACT LOCATION AS DIRECTED BY OWNER. PROVIDE NEW CIRCUIT FROM EXISTING PANEL "D" TO SERVE NEW DEVICE. EXISTING RACEWAY(S) MAY BE UTILIZED WHERE POSSIBLE. OTHERWISE, PROVIDE NEW RACEWAY SYSTEM AS REQUIRED.



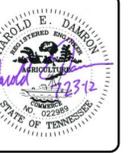
FIRST FLOOR PLAN - POWER



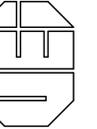
- NOTES:**
1. PROVIDE 120 VOLT, 20 AMPERE DUPLEX RECEPTACLE FOR OWNER FURNISHED "E FRAME" UNIT. CONFIRM MOUNTING HEIGHT PRIOR TO ROUGH-IN.
 2. EXISTING PANELBOARD "B", 120/208 VOLT. CONNECT NEW CIRCUIT SHOWN TO 20/1 CIRCUIT BREAKER IN EXISTING PANEL "B".
 3. EXISTING PANELBOARD "C", 120/208 VOLT. RE-FEED PANELBOARD AS SHOWN, SEE FEEDER DIAGRAM FOR ADDITIONAL INFORMATION.
 4. PROVIDE 120/208 VOLT SINGLE-PHASE RECEPTACLE IN EMPLOYEE LOUNGE FOR FUTURE STOVE. LOCATION SHOWN IS DIAGRAMMATIC ONLY. CONFIRM EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN. FOR PURPOSES OF BIDDING, ASSUME DEVICE TO BE NEMA 14-50R.
 5. EXISTING PANELBOARD "E". FURNISH AND INSTALL A 50/2 CIRCUIT BREAKER TO SERVE NEW EMPLOYEE LOUNGE STOVE OUTLET.

"LB" THROUGH WALL, NEAR EXISTING 2" CONDUIT "LB" THROUGH WALL.
 UNDERGROUND LINE TO TRANSFORMER- LOCATION, SEE SITE PLAN FOR CONTINUATION.

Johnson City Transit Center - Phase 2 - First & Second Floor - Power.dwg
 A.J.C. 07/20/12 2:22 PM HD12135(HD)



Vreeland Engineers Inc.
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**PHASE TWO ELECTRICAL UPGRADES FOR
 JOHNSON CITY TRANSIT CENTER
 JOHNSON CITY, TENNESSEE**

**DRAWING DESCRIPTION:
 FIRST AND SECOND FLOOR
 PLANS - POWER**

DATE:
 7-23-12

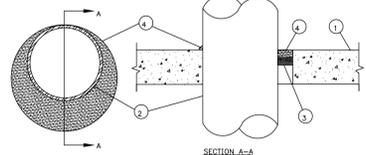
REVISIONS:

SHEET NUMBER

E1

System No. C-AJ-1001

June 15, 2005
F Rating - 3 Hr
T Rating - 0 Hr
W Rating - Class 1 (See Item 4)



1. Floor or Wall Assembly - Min 4-1/2 in. (114 mm) thick lightweight or normal weight (100-150 pcf or 1600-2000 kg/m3) concrete. Wall may also be constructed of any UL Classified Concrete Block* - Max diam of circular through opening is 32-1/2 in. (826 mm).

See Concrete Blocks (CAZT) category in the Fire Resistance Directory for names of manufacturers.

1A. Steel Sleeve (Optional, not shown) - Nom 12 in. (305 mm) diam (or smaller) Schedule 40 (or heavier) steel pipe sleeve cast into concrete floor or wall. Sleeve to be flush with or project max 2 in. (51mm) from top surface of floor or from both surfaces of wall.

2. Through Penetrant - One metallic pipe, conduit or tubing installed either concentrically or eccentrically within the firestop system. The annular space between pipe, conduit or tubing and periphery of opening shall be min of 0 in. (0 mm)(point contact) to max 1-3/8 in. (35 mm). Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:

A. Steel Pipe - Nom 30 in. (762 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.

A1. Iron Pipe - Nom 30 in. (762 mm) diam (or smaller) cast or ductile iron pipe.

B. Conduit - Nom 6 in. (152 mm) diam (or smaller) rigid steel conduit.

C. Conduit - Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing.

3. Packing Material - Polyethylene backer rod or nom 1 in. (25 mm) thickness of tightly-packed ceramic (aluminum silico) fiber blanket, mineral wool batt or glass fiber insulation material used as a permanent form. Packing material to be recessed from top surface of floor or from both surfaces of solid concrete or concrete block wall as required to accommodate the required thickness of caulk fill material (Item 4). As an alternate when max pipe size is 10 in. (254 mm) diam and when max annular space is 1 in. (25 mm), a min 1 in. (25 mm) thickness of tightly-packed ceramic fiber blanket or mineral wool batt packing material may be recessed min 1/2 in. (13 mm) from bottom surface of floor or from either side of solid concrete wall.

4. Fill/Void or Cavity Material* - Caulk or Sealant - Applied to fill the annular space to the min thickness shown in the following table:

Table with 4 columns: Max Pipe Diam (in. (mm)), Max Annular Space (in. (mm)), Packing Matl Type (a), Min Caulk Thk (in. (mm)).

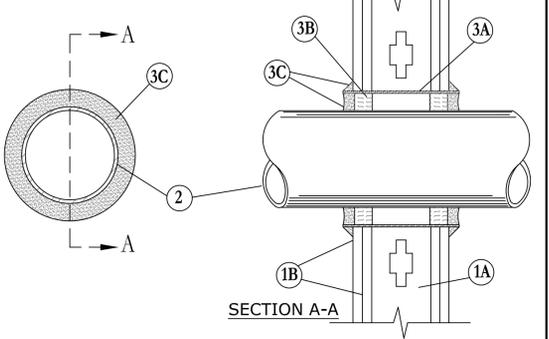
(a) BR - Polyethylene backer rod.
(b) CF - Ceramic fiber blanket.
(c) GF - Glass fiber insulation.
(d) MW - Mineral-wool batt.
(e) Caulk installed flush with top surface of floor or both surfaces of wall.
(f) Caulk installed flush with bottom surface of floor or one surface of solid wall.(non-concrete block)

3M COMPANY - CP 2598+ caulk or FB-3000 WT sealant.
(Note: W Rating applies only when FB-3000 WT sealant is used.)
*Bearing the UL Classification Marking

* NOTE
THIS MATERIAL WAS EXTRACTED BY 3M FIRE PROTECTION PRODUCTS FROM THE 2004 EDITION OF THE UL FIRE RESISTANCE DIRECTORY.

System No. W-1-1003

September 03, 2004
(Formerly System No. 147)
F Ratings - 1 and 2 Hr (See Item 1)
T Rating - 0 Hr



1. Wall Assembly - The 1 or 2 hr fire-rated gypsum wallboard/stud wall assembly shall be constructed of the materials and in the manner described in the individual U300 or U400 Series Wall or Partition Design in the UL Fire Resistance Directory and shall include the following construction features:

A. Studs - Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. lumber spaced 16 in. OC with nom 2 by 4 in. lumber end plates and cross braces. Steel studs to be min 3-1/2 in. wide by 1-3/8 in. deep channels spaced max 24 in. OC.

B. Gypsum Board* - Nom 5/8 in. thick, 4 ft. wide with square or tapered edges. The gypsum wallboard type, thickness, number of layers, fastener type and steel orientation shall be as specified in the individual U300 or U400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 15 in.

The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed.

2. Through Penetrant - One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The space between pipe, conduit or tubing and the steel sleeve (Item 3A) shall be min of 0 in. (point contact) to max 2-3/8 in. Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:

A. Steel Pipe - Nom 12 in. diam (or smaller) Schedule 10 (or heavier) steel pipe.

B. Iron Pipe - Nom 12 in. diam (or smaller) service weight (or heavier) cast iron soil pipe, nom 12 in. diam (or smaller) or Class 50 (or heavier) ductile iron pressure pipe.

C. Conduit - Nom 6 in. diam (or smaller) steel conduit or nom 4 in. diam (or smaller) steel electrical metallic tubing.

D. Copper Tubing - Nom 6 in. diam (or smaller) Type 1 (or heavier) copper tubing.

E. Copper Pipe - Nom 6 in. diam (or smaller) Regular (or heavier) copper pipe.

3. Firestop System - Installed asymmetrically on both sides of wall assembly. The details of the firestop system shall be as follows.

A. Steel Sleeve - Cylindrical sleeve fabricated from min 0.019 in. thick (No. 28 gauge) galv sheet steel and having a min 2 in. top along the longitudinal seam. Length of steel sleeve to be equal to thickness of wall plus 1 to 4 in. such that, when installed, the ends of the sleeve will project approximately 1/2 to 2 in. beyond the surface of the wall on both sides of the wall assembly. Sleeve installed by coiling the sheet steel to a diam smaller than the through opening, inserting the coil through the opening and releasing the coil to let it uncoil against the circular cutouts in the gypsum wallboard layers.

B. Packing Material - Min 1 in. thickness of mineral wool batt insulation firmly packed into steel sleeve on both sides of the wall assembly as permanent forms. Packing material to be recessed min 1/2 in. from end of steel sleeve (flush with or recessed into gypsum wallboard surface) on both sides of wall assembly.

B1) Packing Material - (Not shown) - As an alternate to Item B, nom 1 in. thick polyethylene backer rod may be used. The backer rod is to be recessed within the steel sleeve a min of 1 in. from each surface of wall.

C. Fill/Void or Cavity Material* - Caulk or Sealant When mineral wool batt insulation is used, applied to fill the steel sleeve to a min depth of 1/2 in. on both sides of wall assembly. When backer rod is used, a min thickness of 1 in. of CP-2598+ caulk is required flush with surface of wall. A nom 1/4 in. diam continuous bead of caulk or sealant shall be applied around the circumference of the steel sleeve at its egress from the gypsum wallboard layers on both sides of the wall assembly.

3M COMPANY - CP 2598+ caulk or FB-3000 WT sealant.
*Bearing the UL Classification Marking

ELECTRICAL SPECIFICATIONS

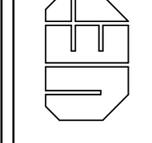
- 1. SCOPE: FURNISH PLANT, LABOR, MATERIAL, SERVICES, AND EQUIPMENT NECESSARY FOR AND REASONABLY INCIDENTAL TO THE INSTALLATION OF ELECTRICAL FACILITIES SHOWN ON THE DRAWINGS AND CALLED FOR HEREINAFTER. SCOPE OF PROJECT SHALL BE TO PROVIDE NEW UNDERGROUND SERVICE ENTRANCE WIRING FROM JOHNSON CITY POWER BOARD PADMOUNTED TRANSFORMER TO BUILDING AS INDICATED ON DRAWINGS, ALONG WITH OTHER MISCELLANEOUS BRANCH CIRCUIT WIRING SHOWN ON DRAWINGS.
- 2. CODES AND PERMITS: SECURE NECESSARY PERMITS, PAY NECESSARY FEES, CONFORM TO ALL APPLICABLE LOCAL, STATE, AND NATIONAL ELECTRICAL CODES. INSTALLING CONTRACTOR SHALL BE LICENSED AND BONDED ELECTRICAL CONTRACTOR REGULARLY ENGAGED IN INSTALLATION OF POWER WIRING FACILITIES SUCH AS THIS.
- 3. POWER SERVICE: A NEW UNDERGROUND POWER SERVICE SHALL BE TAKEN UNDERGROUND FROM AN EXISTING JOHNSON CITY POWER BOARD MANHOLE AS INDICATED ON DRAWINGS. CHARACTERISTICS OF POWER SERVICE SHALL BE 600-AMPERE, 120/208-VOLTS, 3-PHASE, 4-WIRE, WYE. CAREFULLY COORDINATE NEW SERVICE WITH JOHNSON CITY POWER BOARD. ARRANGE AND PROVIDE FOR METERING OF NEW SERVICE AS ILLUSTRATED ON DRAWINGS AND AS REQUIRED BY JOHNSON CITY POWER BOARD.
- 4. WIRING METHODS: ALL NEW WIRING INSTALLED ON THIS PROJECT SHALL BE IN ACCORDANCE WITH NEC REQUIREMENTS AND THE REQUIREMENTS OF CITY OF JOHNSON CITY ELECTRICAL CODE. COLOR CODE ALL CONDUCTORS IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE REQUIREMENTS. EXPOSED CONDUIT ON THE EXTERIOR OF THE BUILDING SHALL BE GALVANIZED RIGID STEEL. CONTRACTOR SHALL PAINT ALL EXPOSED CONDUIT ON THE EXTERIOR OF THE BUILDING TO MATCH SURROUNDING CONDITIONS OF WALLS. CONDUIT LINES RUN INSIDE THE BUILDING FOR POWER SHALL BE INSTALLED IN ELECTRIC-METALLIC TUBING (EMT) UNDERGROUND WIRING LOCATED OUTSIDE THE BUILDING SHALL BE INSTALLED IN SCHEDULE 80 PVC RACEWAY. ALL CONDUCTORS SHALL BE RATED 600-VOLTS, AC, WITH "THHN/THWN" INSULATION. MINIMUM CONDUCTOR SIZE SHALL BE #12 AWG WITH LARGER SIZES WHERE INDICATED ON DRAWINGS. ALL WIRING SHALL BE RUN CONCEALED TO THE MAXIMUM EXTENT POSSIBLE. EXCEPTIONS INCLUDE ELECTRIC ROOMS, STORAGE ROOMS, MECHANICAL ROOMS, ETC., WHERE EXPOSED WIRING WILL BE PERMISSIBLE. EXPOSED WIRING SHALL ALSO BE PERMITTED IN AREAS WHERE EXISTING BUILDING CONSTRUCTION DOES NOT ALLOW WIRING TO BE CONCEALED. CONTRACTOR SHALL CONFIRM ROUTINGS OF NECESSARY EXPOSED WIRING IN PUBLIC AREAS OF THE BUILDING WITH ENGINEER/OWNER PRIOR TO INSTALLATION OF ANY EXPOSED WIRING. EXPOSED WIRING IN PUBLIC AREAS OF BUILDING RUN WITHOUT PRIOR APPROVAL OF ROUTING BY ENGINEER/OWNER SHALL BE SUBJECT TO REMOVAL AND REINSTALLATION BY CONTRACTOR AT CONTRACTOR'S EXPENSE.
- 5. WORK AT EXISTING PANELBOARDS: RENOVATION WORK SHALL INCLUDE INSTALLATION OF NEW CIRCUITS TO SERVE RENOVATION WORK AS INDICATED ON DRAWINGS AND AS SET FORTH HEREINAFTER. ELECTRICAL WORK SHALL INCLUDE INSTALLATION OF NEW CIRCUIT BREAKERS AS REQUIRED ON EXISTING PANELBOARDS. EXISTING CIRCUITS, EXISTING SPARE CIRCUIT BREAKERS SHALL BE PERMITTED TO BE USED TO SERVE NEW CIRCUITS WHERE AVAILABLE. OTHERWISE, NEW CIRCUIT BREAKERS SHALL BE ADDED IN EXISTING PANELBOARDS AS NECESSARY. ELECTRICAL CONTRACTOR SHALL REVISE EXISTING PANELBOARD CIRCUIT DIRECTORIES TO REFLECT ALL WORK DONE AS PART OF THIS PROJECT. NEW CIRCUIT BREAKERS INSTALLED IN EXISTING PANELBOARDS SHALL MATCH THE TYPE THAT EXIST IN RESPECTIVE PANELS AND SHALL BE APPROVED FOR USE IN PANEL BY AUTHORIZED REPRESENTATIVE OF EXISTING SWITCHGEAR MANUFACTURER. AIC RATING OF NEW CIRCUIT BREAKERS SHALL MATCH EXISTING CIRCUIT BREAKER AIC RATINGS PRESENT IN PANELBOARDS.
- 6. WIRING DEVICES: FURNISH AND INSTALL SPECIFICATION GRADE DUPLEX PLUG RECEPTACLES WHERE INDICATED ON DRAWINGS. ALL DEVICES SHALL BE SPECIFICATION GRADE WITH MINIMUM RATING OF 20-AMPERES FOR THE VOLTAGE SERVICE APPLIED. COVERPLATES SHALL BE STAINLESS STEEL. COLOR OF DEVICES SHALL MATCH EXISTING DEVICES IN BUILDING.
- 7. SURFACE NON-METALLIC RACEWAY: WHERE EXPOSED WIRING IS REQUIRED TO BE INSTALLED ON EXISTING WALLS, CONTRACTOR SHALL PROVIDE SYSTEM OF SURFACE NON-METALLIC RACEWAY AND BOXES FOR INSTALLATION OF NEW WIRING AS REQUIRED. SURFACE NON-METALLIC RACEWAY SHALL BE SIMILAR AND EQUAL TO PANDUIT "LD" SERIES RACEWAY WITH SINGLE-GANG "PANWAY" OR EQUAL BOXES INSTALLED FOR ELECTRICAL DEVICE INSTALLATION. PROVIDE ALL NECESSARY ACCESSORIES FOR COMPLETE SURFACE NON-METALLIC RACEWAY INSTALLATION. EQUAL PRODUCTS BY HUBBELL AND WIREMOLD WILL BE ACCEPTABLE FOR USE.
- 8. EXCAVATION AND BACKFILLING: PERFORM NECESSARY TRENCHING AND BACKFILLING TO ACCOMMODATE THE NEW UNDERGROUND ELECTRICAL LINE AS SHOWN ON DRAWINGS. ALL PAVEMENTS WHICH ARE CUT, TRENCHED, OR DAMAGED AS A RESULT OF THE WORK ON THIS PROJECT SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AS PART OF THE CONTRACT AND AT NO ADDITIONAL COST TO THE OWNER. ALL GRADES, SLOPES, ETC., SHALL BE SUCH THAT FINISHED PAVEMENT AS REPAIRED OR REPLACED SHALL MATCH THE GRADES, SLOPES, ETC., ON THE EXISTING ADJOINING PAVEMENT. CONTRACTOR SHALL REPAIR OR REPLACE ALL EXISTING CONCRETE CURBS, GUTTERS, WALKS, PARKING AREAS, AND DRIVEWAYS WHICH ARE CUT, TRENCHED, OR DAMAGED AS A RESULT OF WORK ON THIS PROJECT. CONCRETE WORK SHALL CONFORM TO THE APPLICABLE PROVISIONS OF AASHTO AND ACI. CONCRETE CURBS, GUTTERS, WALKS, PARKING AREAS, AND DRIVEWAYS SHALL BE RESTORED TO THE GRADES, THICKNESSES, AND DIMENSIONS TO MATCH THE EXISTING ADJOINING ITEMS. CURBS, GUTTERS, AND WALKS SHALL RECEIVE A SOFT BROOM FINISH. ALL WORK RELATED TO REPAIR OR REPLACEMENT OF CONCRETE DRIVEWAYS, PARKING LOTS, SIDEWALKS, CURBS, GUTTERS, ETC. SHALL BE IN FULL COMPLIANCE WITH TDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. APPLICABLE SECTIONS INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:
SECTION 701: CEMENT CONCRETE SIDEWALKS, DRIVEWAYS, AND MEDIAN PAVEMENT.
SECTION 702: CEMENT CONCRETE CURBS, GUTTER AND COMBINED CURB AND GUTTER.
SECTION 913: CEMENT CONCRETE CURING MATERIALS.
UNDERGROUND INSTALLATION WORK SHALL ALSO INCLUDE REPAIRS TO LAWNS AND GROUNDS AREAS DISTURBED BY WORK UNDER THIS CONTRACT. LAWNS AND GROUNDS AREAS SHALL HAVE SURFACE RESTORED SUCH THAT THE TOP 4" OF SOIL SHALL BE FREE OF STONES, ROOTS, CHALK, WIRE, STICKS, AND OTHER MATERIAL WHICH MAY BE HARMFUL TO PLANT GROWTH OR BE A HINDRANCE TO SUBSEQUENT MOWING OR MAINTENANCE OPERATIONS. EXCAVATED MATERIAL BACKFILL FOR LAWN AND EARTH AREAS SHALL BE REPLACED IN LAYERS NOT EXCEEDING 8" DEEP AND TAMPED FOR 95% COMPACTION. WHERE EXCAVATION OCCURS IN PLANTING AREAS, GRASS AREAS, ETC., THE PLANTING, GRASS, SHRUBBERY, ETC., SHALL BE REPLACED AND PROPERLY WATERED TO INSURE CONTINUED GROWTH. THE SEEDED AREAS SHALL BE LIGHTLY COVERED WITH STRAW TO MAXIMIZE THE MOISTURE RETENTION AND GROWTH PROCESS OF THE GRASS.
WITHIN ONE YEAR OF COMPLETION OF THE WORK, THE CONTRACTOR SHALL RETURN TO THE SITE AND CORRECT TO THE SATISFACTION OF THE OWNER THE FOLLOWING:
A. PAVING SETTLEMENTS OF 1/4" OR GREATER FOR PAVING REPAIR TO REPLACE BY THE CONTRACTOR.
B. LAWN AND GROUND SETTLEMENTS OF 1/2" OR GREATER FOR AREAS ORIGINALLY DISTURBED BY THE CONTRACTOR.
C. IN SOD AREAS, REPLACE WITH SOD AS DIRECTED TO MATCH SOD USED IN THE AREAS OF EXCAVATION.
D. APPLICATION OF SEEDING AND FERTILIZER SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESTORE DISTURBED AREAS TO PRECONSTRUCTION STATE. ALL NECESSARY SEEDING AND FERTILIZERS SHALL BE INCLUDED IN THE CONTRACT BID PRICE.
ATTENTION IS CALLED TO THE FACT THAT ALL LANDSCAPED AREAS THAT WILL BE DISTURBED BY NEW UNDERGROUND WIRING INSTALLATION CURRENTLY HAVE A FULLY FUNCTIONAL IRRIGATION SYSTEM. ANY CHANGES BY THE CONTRACTOR AFFECTING THE EXISTING IRRIGATION SYSTEM PIPING AND OPERATION WHICH RESULT IN DAMAGES TO THE IRRIGATION SYSTEM BY THE CONTRACTOR MUST BE REPAIRED OR REPLACED BY THE CONTRACTOR SO THAT THE IRRIGATION SYSTEM IN THE LANDSCAPED AREA IS FULLY FUNCTIONAL UPON PROJECT COMPLETION. CAREFULLY COORDINATE WORK IN LANDSCAPED AREAS WITH OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WITH WORK.
- 9. GROUNDING: PROVIDE GROUNDING FOR NEW ELECTRICAL SERVICE AS SET FORTH HEREINAFTER. GROUNDING SHALL CONSIST OF THREE DRIVEN 1/2" X 10' LONG COPPERWELD GROUVE NEW CIRCUITS LOCATED MINIMUM 6' APART FROM EACH OTHER, BONDED TOGETHER WITH #3/0 AWG BARE COPPER GROUNDING CONDUCTOR. BONDING CONNECTIONS TO GROUND RODS SHALL BE BY CADWELD PROCESS. THE #3/0 AWG COPPER GROUNDING CONDUCTOR SHALL RUN FROM GROUND RODS TO NEW 600-AMPERE, 3-POLE MAIN CIRCUIT BREAKER FOR BUILDING AND BOND TO GROUND BUS/SYSTEM NEUTRAL IN THIS BREAKER. CONTRACTOR SHALL BOND BY DIRECT CONNECTION ALL INTERIOR PIPING SYSTEMS IN THE BUILDING. CONTRACTOR SHALL VERIFY THAT EXISTING MAIN METALLIC COLD WATER PIPE TO THE FACILITY IS BONDED TO GROUND IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE REQUIREMENTS. ENTIRE SERVICE GROUNDING INSTALLATION SHALL BE IN FULL COMPLIANCE WITH NEC ARTICLE 250 AND REQUIREMENTS OF THE LOCAL JOHNSON CITY ELECTRICAL CODE.
PROVIDE A CODE-SIZED EQUIPMENT GROUNDING CONDUCTOR IN ALL NEW FEEDER AND BRANCH CIRCUIT WIRING RUNS. GROUND EQUIPMENT IN ACCORDANCE WITH NATIONAL ELECTRICAL CODE REQUIREMENTS.
- 10. CONSTRUCTION WORK RESTRICTIONS: OWNER WILL OCCUPY SITE AND BUILDING DURING ENTIRE CONSTRUCTION PERIOD. CONTRACTOR SHALL COOPERATE WITH OWNER DURING CONSTRUCTION OPERATIONS TO MINIMIZE CONFLICTS AND FACILITATE THE OWNER'S USAGE OF BUILDING. CONTRACTOR SHALL SCHEDULE CONSTRUCTION OPERATIONS WITH OWNER WELL IN ADVANCE SO AS NOT TO INTERFERE WITH NORMAL USAGE OF BUILDING. UNLESS OTHERWISE APPROVED BY AUTHORIZED OWNER'S REPRESENTATIVE, ALL WORK SHALL BE DONE DURING NON-BUSINESS HOURS. POWER OUTAGES REQUIRED FOR COMPLETION OF CONTRACT WORK SHALL BE SCHEDULED WELL IN ADVANCE WITH OWNER AND SHALL BE KEPT TO ABSOLUTE MINIMUM TIME NECESSARY TO COMPLETE CONTRACT WORK.
- 11. VISIT THE SITE: THE ELECTRICAL DRAWINGS ARE DIAGRAMMATIC IN NATURE IN TERMS OF EXACT LOCATIONS, ROUTINGS, ETC., OF DEVICES, WIRING RUNS, ETC. ALL BIDDERS SHALL VISIT THE SITE AND FAMILIARIZE THEMSELVES WITH THE EXISTING CONDITIONS IN THE BUILDING. MAKE DUE ALLOWANCE IN BID PRICE FOR ALL EXISTING CONDITIONS THAT CAN BE REASONABLY OBSERVED.
- 12. GUARANTY: GUARANTEE ALL WORK TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER DATE OF SUBSTANTIAL COMPLETION OF PROJECT.

LEGEND

- SYMBOL DESCRIPTION
- ⊕ DUPLEX PLUG RECEPTACLE; 120-VOLTS; 20-AMPERES; MOUNT 3" ABOVE BACKSPASH AT WORK COUNTERS AND LAVATORIES AND +18" AFF ELSEWHERE UNLESS NOTED TO A DIFFERENT HEIGHT.
- CONDUIT IN THE FLOOR CONSTRUCTION OR UNDERGROUND SHOWN TURNING UP.
- CONDUIT IN THE WALL OR CEILING CONSTRUCTION SHOWN TURNING DOWN.
- ⊙ JUNCTION BOX, SIZE AND USE AS REQUIRED; COVERPLATE SHALL OVERLAP THE BOX EDGE BY 1/2" WHERE RECESSED IN WALL WITH CONCEALED WIRING.
- EXISTING ELECTRICAL PANELBOARD TO REMAIN, SEE PLANS FOR WORK REQUIRED.
- HOMERUN CIRCUIT WIRING TO EXISTING PANELBOARD, NOTATION "3(20/1)" INDICATES HOMERUN WIRING TO BE CONNECTED TO THREE 20/1 CIRCUIT BREAKERS IN EXISTING PANELBOARD. CROSS LINES INDICATES THE NUMBER OF #12 AWG PHASE AND NEUTRAL CONDUCTORS WHERE MORE THAN TWO. SINGLE CIRCUIT BRANCH CIRCUIT WIRING RUNS WITHOUT CROSS LINES SHALL BE PROVIDED WITH #12, 1#12G. EACH 20 AMPERE BRANCH CIRCUIT SHALL BE PROVIDED WITH SEPARATE NEUTRAL CONDUCTOR. SHARING OF NEUTRAL CONDUCTORS SHALL NOT BE PERMITTED. PROVIDE EQUIPMENT GROUNDING CONDUCTOR IN EACH CONDUIT RUN.



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PHASE TWO ELECTRICAL UPGRADES FOR
JOHNSON CITY TRANSIT CENTER
JOHNSON CITY, TENNESSEE

DRAWING DESCRIPTION:
LEGEND,
SCHEDULES,
DETAILS,
SPECIFICATIONS

DATE:
7-23-12

Table with 2 columns: REVISIONS, and empty rows for revision details.

SHEET NUMBER

E2

CLAUSES AND CONDITIONS

Overview

The purchasing procedures for Johnson City Transit (a department of the City of Johnson City) are governed by the State of Tennessee, the City of Johnson City, and various Federal laws, executive orders, and regulations, including Federal Transit Administration Circular 4220.1F, "Third Party Contracting Requirements". These require, among other things, that purchases (including purchases for fixed assets, materials and supplies, construction, and/or services) be made according to approved plans and specifications, including the Federal clauses enclosed below, and the City insurance checklist (Attachment E), which become a part of the Contract between the City and the successful Bidder.

Federal Clauses

The Federal clauses applicable to this project are provided below, in items A. through P.

A. FLY AMERICA REQUIREMENTS **(49 U.S.C. 40118; 41 CFR PART 301-10)**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

B. CARGO PREFERENCE - USE OF UNITED STATES-FLAG VESSELS **(46 U.S.C. 1241; 46 CFR PART 381)**

The contractor agrees:

1. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to

the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
3. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

C. SEISMIC SAFETY
(42 U.S.C. 7701 ET SEQ. 49; 49 CFR PART 41)

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation.

The contractor also agrees to include this clause in any subcontract issued pursuant to this contract, to ensure compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

D. ENERGY CONSERVATION
(42 U.S.C, 6321 ET SEQ; 40 CFR PART 18)

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Contractor also agrees to include any applicable requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA.

E. ACCESS TO RECORDS AND REPORTS
(49 U.S.C. 5325; 18 CFR 18.36(i); 49 CFR 633.17)

The following access to records requirements apply to this Contract and Sub-Contracts issued pursuant to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**F. CHANGES TO FEDERAL REQUIREMENTS
(49 CFR PART 18)**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

The Federal Changes requirement flows down to subcontracts issuant pursuant to this contract, appropriately to each applicable changed requirement.

**G. RECYCLED PRODUCTS
(42 U.S.C. 6962; 40 CFR PART 247)**

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

The Contractor also agrees to include these requirements in each subcontract issued pursuant to this contract, financed in whole or part with Federal assistance provided by FTA, in which the prime contract exceeds \$10,000 of items designated by EPA.

**H. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS
(40 U.S.C. SECTIONS 3141 ET SEQ; 40 U.S.C. SECTION 3145 (SEC. 2);
FTA C 4220.1F)**

(1) Minimum wages –

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work

actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding – The City of Johnson City / Johnson City Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working

on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Johnson City / Johnson City Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records – (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Johnson City Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose, and hard copies may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402.

The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make

such records available may be grounds for debarment action pursuant to 29 CRR 5.12.

(4) Apprentices and trainees – (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

I. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

J. FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

(31 U.S.C. § 3801 ET SEQ.; 49 CFR § 31; 18 U.S.C. 1001; 49 U.S.C. § 5307)

- i. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- ii. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
- iii. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

K. TERMINATION

(49 U.S.C. PART 18; FTA C 4220.1F)

- i. **Termination for Convenience (General Provision)** – The City of Johnson City / Johnson City Transit may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-

out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Johnson City / Johnson City Transit to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Johnson City / Johnson City Transit, the Contractor will account for the same, and dispose of it in the manner the City of Johnson City / Johnson City Transit directs.

ii. Termination for Default [Breach or Cause] (General Provision) – If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Johnson City / Johnson City Transit may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City of Johnson City / Johnson City Transit that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Johnson City / Johnson City Transit, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

iii. Termination for Default (Construction) – If the Contractor refuses or fails to perform the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the City of Johnson City / Johnson City Transit may terminate this contract for default. The City of Johnson City / Johnson City Transit shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Johnson City / Johnson City Transit may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Johnson City / Johnson City Transit resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Johnson City / Johnson City Transit in completing the work.

The Contractor's right to proceed shall not be terminated, nor the Contractor charged with damages under this clause, if-

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the City of Johnson City / Johnson City Transit, acts of another Contractor in the performance of a contract with the City of Johnson City / Johnson City Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) the contractor, within 10 days from the beginning of any delay, notifies the City of Johnson City / Johnson City Transit in writing of the causes of delay. If in the judgment of the City of Johnson City / Johnson City Transit, the delay is excusable, the time for completing the work shall be extended. The judgment of the City of Johnson City / Johnson City Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the City of Johnson City / Johnson City Transit.

iv. Opportunity to Cure (General Provision) – The City of Johnson City / Johnson City Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City of Johnson City / Johnson City Transit satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City of Johnson City / Johnson City Transit setting forth the nature of said breach or default, the City of Johnson City / Johnson City Transit shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Johnson City / Johnson City Transit from also pursuing all available remedies against Contractor and its sureties for said breach or default.

v. Waiver of Remedies for any Breach – In the event that the City of Johnson City / Johnson City Transit elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City of Johnson City / Johnson City Transit shall not limit the

City of Johnson City / Johnson City Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

vi. Subcontracts Contractor Issues Pursuant to this Contract – The Contractor also agrees to include these requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA, in which the prime contract exceeds \$10,000.

I. DEBARMENT AND SUSPENSION
(49 CFR PART 29)

- i. This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- ii. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- iii. **By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

The certification in this clause is a material representation of fact relied upon by Johnson City / Johnson City Transit. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Johnson City / Johnson City Transit, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

M. CIVIL RIGHTS REQUIREMENTS

(29 U.S.C. § 623; 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112; 42 U.S.C. § 12132; 49 U.S.C. § 5332; 29 CFR Part 1630; 41 CFR Parts 60 et seq)

- i. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49

U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

ii. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and 41 C.F.R. § 60 et seq (including the federally assisted construction contract requirements in 41 C.F.R. § 60-1.4(b)), (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and 42 U.S.C. § 2000e), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

iii. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**N. Disadvantaged Business Enterprises (DBE)
(49 CFR Part 26)**

- i. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Johnson City Transit's overall goal for DBE participation for the current Federal Fiscal Year is 4%. A separate contract goal has not been established for this procurement.
- ii. The contractor, sub-contractor, or sub-recipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Johnson City/Johnson City Transit deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- iii. The successful bidder/offeror will report to Johnson City Transit its DBE participation on the contract obtained through race-neutral means.
- iv. The contractor is required to pay its subcontractors performing work related to this contract (regardless of whether or not the subcontractor(s) is a DBE) for satisfactory performance of that work no later than 30 days after the

contractor's receipt of payment for that work from the City of Johnson City/Johnson City Transit.

- a. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Johnson City on behalf of Johnson City Transit.
- b. Johnson City Transit requires the contractor to submit a completed "Prompt Payment Certification" (Attachment H) to JCT no later than 30 days after the contractor's receipt of payment from the City, as verification of the contractor's payment to its subcontractors for work related to this contract, **regardless of whether or not the subcontractor(s) is a DBE.**

In addition, the contractor may not hold retainage from its subcontractors.

O. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA C 4220.1F)

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Johnson City/Johnson City Transit requests which would cause the City of Johnson City/Johnson City Transit to be in violation of the FTA terms and conditions.

The Contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or part with Federal assistance provided by FTA.

P. ADA ACCESS
(49 CFR PART 37, APPENDIX A)

Contractors must comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA) Americans with Disabilities Act Accessibility Guidelines (as revised or amended); Section 504 of the Rehabilitation Act of 1973; and USDOT/FTA implementing regulations.

The Contractor also agrees to include any applicable requirements in each subcontract issued pursuant to this contract, financed in whole or in part with Federal assistance provided by FTA.

ATTACHMENTS

The following items (pages 30 through 47), which have been previously referenced herein, include informational documents, requirements, and forms to be included by bidders as part of their ITB submittal. A listing of all attachments with page numbers is provided in the Table of Contents.

Attachment A

BIDDER'S DOCUMENT CHECKLIST

This form must be completed and returned with submission of bid documents. The Bidder shall use this list to ensure all required certification, affidavits, and documentation have been completed and provided. If the referenced attached is not required, the Bidder shall write "N/A" in the Bidder check off space. Failure to return this form may be cause for the Bid to be considered non-responsive.

		Bidder Check-off
Attachment C	Bidder's References Form	
Attachment E	Insurance Checklist	
Attachment F	Bidder's List Form	
Attachment G	Drug-free Workplace Affidavit	
Attachment I	General Contract Form	
Attachment K	Bidders Envelope Form Attach to outside of envelope if bid is above \$25,000. State on outside of envelope if bid is below \$25,000. Copy of State License	
State of TN Electrical Contractor's (CE) License #:		

Company Name: _____

Authorized Signature : _____

Title: _____

Date: _____

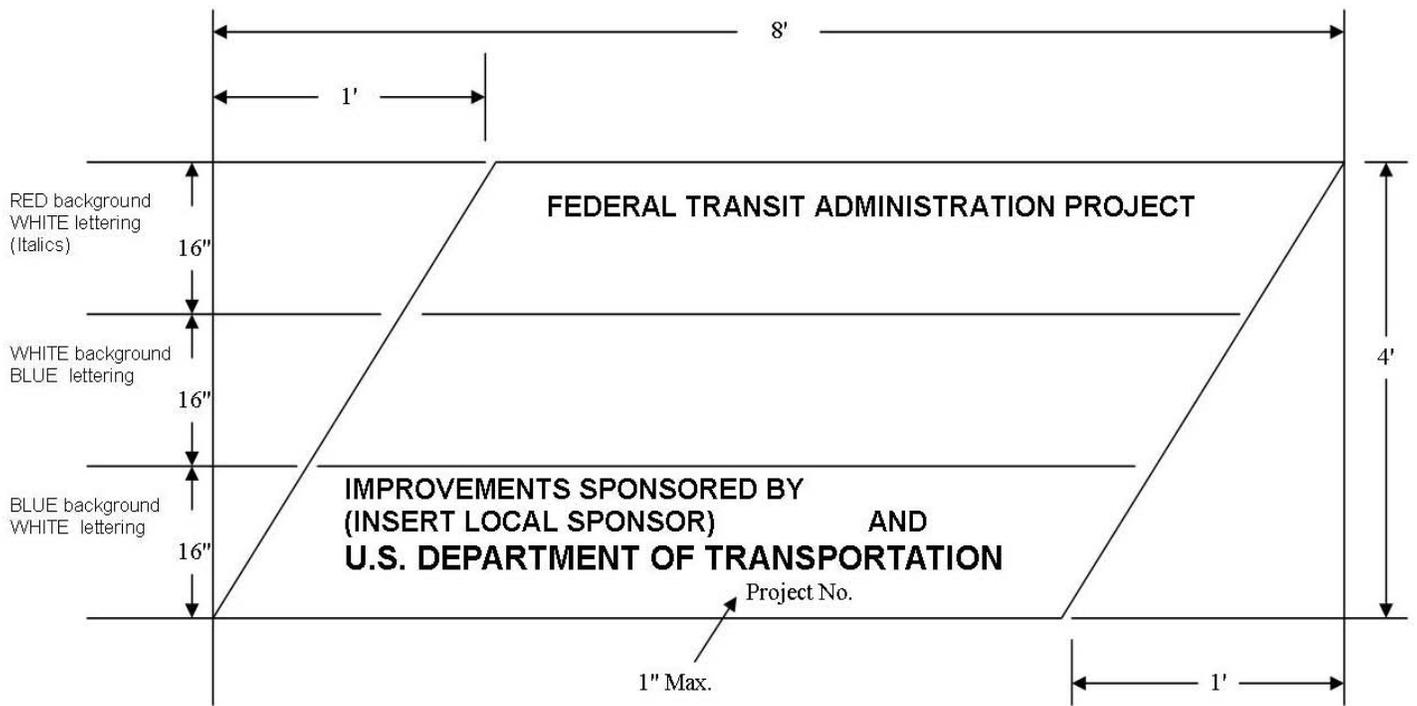
Attachment B

SPECIFICATIONS FOR PROJECT SIGNS AT THE WORKSITE

The contractor is responsible for meeting the following requirements for projects that are paid for using Federal Transit Administration grant funds:

- i. One sign shall be erected at each major entrance to the project for maximum public identification of the work, and shall be maintained in good condition until completion of the project. Upon completion, the signs shall be removed.
- ii. Signs are to be cut from standard 4' x 8' waterproof plywood sheets or other suitable material, and shall meet the design standards as shown in the attached figure.
- iii. The size may be varied to meet special or local requirements, but proportions shall be maintained.
- iv. The center white panel will indicate briefly the nature of the project. Avoid maps or lengthy descriptions. Copy should be limited to two lines, if possible.
- v. No information shall be included on the project signs except that stipulated in the above paragraphs.

A graphic is shown below depicting the measurements and lettering of the required project sign:



Attachment C

BIDDERS REFERENCES

Business / Agency Name: _____

Contact Person (Reference): _____

Contact Person Phone Number: _____

Project Type: _____

Year Project Completed: _____

Business / Agency Name: _____

Contact Person (Reference): _____

Contact Person Phone Number: _____

Project Type: _____

Year Project Completed: _____

Business / Agency Name: _____

Contact Person (Reference): _____

Contact Person Phone Number: _____

Project Type: _____

Year Project Completed: _____

Attachment D
Davis-Bacon Wage Determination

General Decision Number: TN120112 06/08/2012 TN112

Superseded General Decision Number: TN20100127

State: Tennessee

Construction Type: Building

County: Washington County in Tennessee.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/06/2012
1	06/01/2012
2	06/08/2012

BOIL0453-003 01/01/2011

	Rates	Fringes
BOILERMAKER.....	\$ 25.73	17.07

BRTN0005-006 05/01/2010

	Rates	Fringes
BRICKLAYER.....	\$ 22.86	1.78

* ENGI0917-020 05/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
Bulldozer.....	\$ 24.94	9.40
Crane.....	\$ 24.94	9.40
Forklift.....	\$ 22.89	9.40
Grader/Blade.....	\$ 22.89	9.40

IRON0384-005 05/01/2012

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 22.61	10.57

PLAS0647-001 05/01/2009

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 28.52	0.40

PLUM0538-005 03/01/2011

	Rates	Fringes
PIPEFITTER		
Plumbing/mechanical combined on a project totals \$1,000,000 and over..\$	26.57	9.89
Plumbing/mechanical combined on a project totals less than \$1,000,000.\$	23.91	9.89

SUTN2009-110 09/21/2009

	Rates	Fringes
CARPENTER, Including Drywall Hanging.....\$	13.81	0.00
ELECTRICIAN.....\$	13.50	1.77
LABORER: Common or General.....\$	10.63	0.00
LABORER: Mason Tender - Brick...\$	12.87	0.00
LABORER: Roof Tearoff.....\$	9.75	0.49
OPERATOR: Backhoe/Excavator/Trackhoe.....\$	14.64	5.50
OPERATOR: Bobcat/Skid Steer/Skid Loader.....\$	17.05	0.00
OPERATOR: Mechanic.....\$	18.33	3.67
OPERATOR: Paver.....\$	13.50	0.00
OPERATOR: Roller.....\$	13.98	0.00
PLUMBER.....\$	18.73	4.23
ROOFER: Built up Roof.....\$	12.74	0.00
ROOFER: Rubber Roof.....\$	16.82	4.77
ROOFER: Single Ply Roof.....\$	16.50	0.32
SHEET METAL WORKER, Includes HVAC Duct and Metal Roof Installation.....\$	14.72	1.48
TILE FINISHER.....\$	10.00	0.74
TRUCK DRIVER: Dump Truck.....\$	12.56	0.00
TRUCK DRIVER: Material Truck....\$	10.68	1.53

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

INSURANCE CHECKLIST

(Transit Center Electrical System Upgrade – Phase II)

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 \$500,000 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 offense, \$1 Million annual aggregate
- 8. Umbrella Liability \$1 Million Bodily Injury, Property Damage and Personal Injury
- 9. Per Project Aggregate
- 10. Professional Liability
 - a. Architects and Engineers \$1 Million per occurrence/claim
 - b. Asbestos Removal Liability \$2 Million per occurrence/claim
 - c. Medical Malpractice \$1 Million per occurrence/claim
 - d. Medical Professional Liability \$1 Million per occurrence/claim
- 11. Miscellaneous E & O \$1 Million per occurrence/claim
- 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- 13. Motor Cargo Insurance
- 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- 16. Inland Marine-Bailee's Insurance \$ _____
- 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
- 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed; please submit copy of endorsement.** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605.)
- 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 marked.

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: _____

Bid or Project Name: _____

This form and the General Contract Form must be signed and returned with the bid package (if applicable). The Certificate of Insurance must be provided to Purchasing prior to contract award.

Bidders/Proposers List

Minority Status of Business Ownership

Information provided will be confidential, and will be used only by the City of Johnson City to maintain bidders' records as required per 49 CFR Part 26.11.

Name of Business: _____

City and State of Business Location: _____

Age of Business (years) since Establishment: _____

Type of Business: _____

1. Business owned (51% or more) by a minority? ____ Yes ____ No

(Minorities include: Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the Small Business Administration.)

2. Is business certified by the TNUCP as a Disadvantaged Business Enterprise, and listed on the current TNUCP Certified DBE Directory? ____ Yes ____ No

Annual Gross Income of Business

_____ Less than \$500,000

_____ \$500,000 – \$1 million

_____ \$1 million – \$2 million

_____ \$2 million – \$5 million

_____ \$5 million – \$10 million

_____ \$10 million – \$15 million

_____ \$15 million – \$19.5 million

_____ \$19.5 million or above

IF YOU HAVE COMPLETED AND RETURNED THIS FORM TO THE CITY OF JOHNSON CITY WITHIN THE PAST THREE (3) YEARS, AND YOUR INFORMATION REMAINS UNCHANGED, ENTER ONLY YOUR BUSINESS NAME AND ADDRESS ABOVE AND PLEASE CHECK HERE:

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

I, _____, being duly sworn, depose, and say that:

- 1) I am a principal officer of _____, the firm that has submitted the attached or enclosed bid or proposal, my title being _____ of the firm; and
- 2) I have personal knowledge of the policies of the above-named firm with respect to the maintenance of a drug-free workplace; and
- 3) I certify that all provisions and requirements of the Tennessee Drug-Free Workplace Program, as established by Tennessee Code Annotated §§ 50-9-113 have been met and implemented.

(Signed) _____

(Title) _____

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

Title

Prompt Payment Certification

FOR ALL SUBCONTRACTS ISSUED PURSUANT to PRIMARY CONTRACT

As verification for the Disadvantaged Business Enterprises contract clause, subsection “d”, Johnson City Transit requires Contractors to submit the following certification to Johnson City Transit after it has issued a payment to all subcontractors and suppliers, **regardless of whether or not the subcontractor/supplier is a DBE**, no later than 30 days after the contractor’s receipt of payment for that work from the City of Johnson City on behalf of Johnson City Transit (a department of the City of Johnson City).

Certification

“I certify that no retainage has been held on the subcontractor or supplier and the subcontractor or supplier named below has been paid in accordance with subsection “d” of the Disadvantaged Business Enterprises clause, which is part of the contractor’s contract with the City of Johnson City/Johnson City Transit.”

- 1. ITB / RFP Number: _____
- 2. Project Description: _____
- 3. Subcontractor / Supplier Name: _____
- 4. Subcontractor / Supplier Payment Date: _____

If payment was not made, please explain: _____

Signature: _____ Title: _____

Date: _____

Printed Name: _____

Contractor Name: _____

This certification is for Johnson City Transit’s information only and does not place any obligations on the part of Johnson City Transit with regard to any part, including but not limited to, any subcontractor and Contractor’s surety.

GENERAL CONTRACT FORM

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 Johnson City, Tennessee and the Contractor.

1. General Insurance 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 Director of Purchasing 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 Johnson City (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 Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the Johnson City Public School System."

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 Johnson City, 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. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

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 can not 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.

2. 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:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. 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.

3. 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.

4. 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.

5. 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.

6. 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 Certificate of Insurance, as specified, prior to contract award.

**STATE CONTRACTORS LICENSING INFORMATION
 BID ENVELOPE FORM**



**THIS FORM MUST BE FIRMLY ATTACHED TO THE OUTSIDE OF THE ENVELOPE
 CONTAINING THE BID. NO BID WILL BE CONSIDERED IF THIS FORM IS INCOMPLETE OR
 NOT ATTACHED TO THE OUTSIDE OF THE BID ENVELOPE IF BID IS \$25,000+. IF TOTAL BID IS
 LESS THAN \$25,000- SPECIFY ON THIS FORM**

PART 1

ALL BIDDERS MUST COMPLETE

TO:	City of Johnson City, Tennessee ITB #5617 – ELECTRICAL UPGRADES TRNASIT CENTER PHASE II
DUE DATE & TIME:	SEPTEMBER 13, 2012 2:00 PM
LOCATION:	OFFICE OF PURCHASING DIRECTOR, 209 WATER STREET JOHNSON CITY, TN 37601
NAME OF BIDDER:	
ADDRESS OF BIDDER:	
FEDERAL ID # OF BIDDER:	
LICENSE NO.:	#
LICENSE CLASSIFICATION OF BIDDER:	
EXPIRATION DATE:	
MONETARY LIMITS:	

PART 2

BIDDER MUST COMPLETE THIS SECTION IF BID INVOLVES: \$25,000+ (1) ELECTRICAL WORK, (2) PLUMBING WORK, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL WORK OR \$100,000+ (5) MASONRY. IF NOT, ENTER NONE IN THE SPACES FOR ITEM (A) BELOW.

(1) ELECTRICAL	(2) PLUMBING	(3) HVAC	(4) GEOTHERMAL	(5) MASONRY
A) Name of licensed Electrical contractor:	A) Name of licensed Plumbing contractor:	A) Name of licensed HVAC contractor:	A) Name of licensed Geothermal contractor:	A) Name of licensed Masonry contractor:
B) License #:	B) License #:	B) License #:	B) License #:	B) License #:
C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:	C) License Classification and Limits:
D) License expiration date:	D) License expiration date:	D) License expiration date:	D) License expiration date:	D) License expiration date:



ATTACHMENT K
CITY OF JOHNSON CITY, TENNESSEE
BID/PROPOSAL
GENERAL TERMS AND CONDITIONS
(Read Carefully)

Revised November 2011

1. PREPARATION OF BIDS/RFP'S

Only bids submitted on forms furnished by the city will be considered. Bids on company letterhead or quotation sheets will be judged non-responsive. TELEPHONE OR FACSIMILE BIDS WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those posted at: <https://purchasing.johnsoncitytn.org/bsa>. Paper bids shall be sealed in an envelope. No bid received after closing time shall be considered. The official time for paper bids will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late bids will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a bid/proposal response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to solicitation opening.

2. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

3. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

4. BID/RFP OPENINGS

Bids/RFP's (paper & electronic) will be read aloud at the specified date and time as stated in the document. All openings are public meetings. All bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any bid/rfp opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

5. EXAMINATION OF BIDS/RFP'S

Bids/RFP's and associated documents may be examined at the opening. They are closed for review and inspection during the evaluation period prior to award.

6. COOPERATIVE PURCHASING:

Bidders/Proposers are to indicate whether it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges can be adjusted to reflect differences in delivery costs.

7. BID TABULATIONS/RFP RESPONSES

Bid tabulations and RFP respondent's lists will be posted and available the next business day on our website: <http://www.johnsoncitytn.org> then select Purchasing Department, Current Bid/Notices.

8. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

9. BID/RFP EVALUATION

Bids/RFP's will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

10. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfp's, to waive informalities and to accept the bid/rfp judged to be in the best interest of the City.

11. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best proposal meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City.

12. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

13. FOB POINT

All prices quoted shall be FOB delivered to the using department, City of Johnson City, TN unless otherwise stated in the solicitation document. Risk of loss and/or damage shall be upon the Seller until such time as the goods have been physically delivered and accepted by the City.

14. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

15. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

16. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause following written notification of intent.

17. ORAL INSTRUCTIONS

No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing to all known interested parties and posted on the City's website. These addendums will originate either from the Purchasing Department or the issuing Architect.

18. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

19. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA and any related standards thereto.

20. BRAND NAMES

By referencing a brand name or equal, the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

21. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

22. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

23. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

24. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

25. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

26. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

27. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to public works contracts.

28. INSURANCE

The contractor shall maintain, at his expense, such insurance as will protect him from claims under Worker's Compensation Act and from claims of damages because of bodily injury, including death and damage to the property of others and claims for damages which may arise during operations under this contract whether such operations be by himself or by any subcontractor of anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract.

29. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

30. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitations, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

31. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

32. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.
5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.
6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.
7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.
8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.
9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion without cause. In the event the City terminates without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract without cause.
10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.
11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.
12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.
14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.
15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.
16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.
17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.
18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.
19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, **including** but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.
20. No person or entity shall respond to a request for bid or request for proposal with any terms or conditions that might change, alter, amend, or differ with the specifications, terms, or conditions originally provided by the City in its initial request for bids or proposals.

October 5, 2009



STATEMENT OF BID/RFP DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, complete and return this form on or before the stated deadline to Purchasing Department, P. O. Box 2150, Johnson City, TN 37605 or via facsimile 423/975-2712.

We value your feedback and ask that you complete the following:

Bid/RFP No. # _____
Bid/RFP Name _____

We, the undersigned, decline to submit on the above bid/proposal for the following reason(s):

- _____ Insufficient time to adequately prepare a response
- _____ Our company does not offer this product or service. Remove us from the vendor list
- _____ Our schedule will not permit us to perform in a timely manner
- _____ We are unable to meet bond requirements
- _____ We are unable to meet insurance requirements
- _____ We are unable to offer comparable product or service
- _____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____
Address: _____
Signature: _____
Telephone: _____
E-mail: _____
Date: _____