



Shelby County Tennessee

Mark H. Luttrell, Jr. Mayor

Request for Proposal

Shelby County Government

Purchasing Department

160 N. Main, Suite 550
Memphis, TN 38103

Issued: September 23, 2011

Due: October 20, 2011 no later than 2:30 P.M. (Central Standard Time)

RFP # 12-009-11

INSTALLATION OF A TENSION FABRIC STRUCTURE COVERING

Shelby County Government is soliciting proposals for the provision of Construction Services for the design and installation of a TENSION FABRIC STRUCTURE. Information regarding this RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services on the home page to locate the above-described RFP. Bidders are required to download information for submittal.

A voluntary pre-bid conference will be held October 10, 2011 at 9:00 A.M., at the office of the Shelby County Roads, Bridges, and Engineering, Conference Room, 6449 Haley Road, Memphis, Tennessee 38134.

A public bid opening will be held at 2:30 P.M., Thursday, October 20, 2011 in the office of the Administrator of Purchasing, located at, Vasco A. Smith Jr. Administration Building, 160 North Main Street, Suite 550, Memphis, Tennessee 38103.

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 2:30 P.M. on Thursday, October 20, 2011.** Proposals should be addressed to:

**Nelson Fowler, Manager A
Shelby County Government
Purchasing Department
160 N. Main St., Suite 550
Memphis, TN 38103**

The package containing an original (clearly identified as original) and six (6) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL, Installation of a Tension Fabric Structure Covering , RFP # 12-009-11 noted on the outside.

Sincerely,

Nelson Fowler, Manager A
Shelby County Government
Purchasing Department

Office of the Shelby County Engineer
160 N. Main Street, Suite 550
Memphis, Tennessee 38103

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SECTION A

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

REQUEST FOR PROPOSAL

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Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.

Please download all of the additional information and attachments that accompany this RFP.

I. INTRODUCTION

Shelby County Government (the "County") is soliciting currently registered firms for the construction services necessary to design construct and install a new TENSION FABRIC STRUCTURE over an existing slab and sidewalls, for Shelby County Roads, Bridges & Engineering Department. Anticipated construction services include, but are not limited to, the installation of a Tension Fabric Building on existing walls, with dimensions of the walls approximately 70'W x 158.6'L, with a 70' end wall on one end only. Structure is to have two (2) wall louvers 36"W x 36"H. A set of Engineered Drawings stamped by a Professional Engineer must be submitted with proposal. There must be an Exclusive 15 YEAR WARRANTY ON FRAME AND COVERING. Roofing Material shall be a 12.5oz/24mil Rip Stop Polyethylene Cover. Tubing must be 50KSI, triple layer galvanized-inside and out, zinc coated Smooth Curvature Round Steel, USA made steel tubing. The contract for these services shall be a lump sum price for any and all work necessary for construction. A drawing of the project site is included as part of these bid documents for reference only. The successful bidder will be required to submit a design plan, which consists of a proposed layout and list of items to be constructed for approval before being authorized to proceed with purchasing items and beginning construction.

This Request for Proposal ("RFP") is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP

II. MINIMUM PROPOSER REQUIREMENTS

All bidders must:

1. **Prime** and **LOSB** contractors must **apply** and **qualify** for a vendor number and an Equal Opportunity Compliance (EOC) certification number **prior to submitting your response**.
2. Sub contractors do not need an EOC or vendor number. **LOSB** subcontractor must have a current LOSB number prior to bid opening.
3. Firms located within the boundaries of Shelby County are required to have a current Shelby County Business License or be considered exempt from the license requirement by the Shelby County Clerks Office.
4. Meet all other requirements for the performance such as LOSB and performance requirements for Services in accordance with the provisions of this RFP.
5. Must submit a Bid Bond in the amount of 5% of their bid. This bond must be submitted with your bid.
6. The successful contractor must be able to submit a performance/labor material bond separate bonds each in the amount of 100% of the amount of the contract.
7. Must submit LOSB Form A and B with their bid.
8. Have all appropriate licenses and certifications required in the State of Tennessee to perform the Services.
9. A written statement of compliance to Title VI and the Living Wage Ordinance must be provided by the successful contractor. Please see item "**H**" for the Living Wage Ordinance and item, "**I**" for Title VI.
10. Also, see item # M for forms to be submitted with your bid.
11. Please see Attachment # 1 for elevation drawing.

Please Note: As a part of doing business with Shelby County, each individual, company, or organization is required to obtain a vendor number and an "Equal Opportunity Compliance" certification number prior to submission of your bid.

You can access the online application to receive the numbers indicated above at www.shelbycountyttn.gov and click the link "Department" at the top, then P for Purchasing Department, then click on the link "Conducting business with Shelby County". Please download the application instructions and read thoroughly prior to accessing the application.

If you have any questions regarding the application, you may contact Purchasing at (901) 545-4360 or the EOC Administration at (901) 545-4336.

III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

**Nelson Fowler, Manager A
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103**

Respondents requesting additional information or clarification are to contact Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be Tuesday, October 17, 2011 by 12:00 p.m. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

These guidelines for communication have been established to ensure a fair and equitable process for all respondents. Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County or its benefit administrators regarding this RFP may disqualify your company from further consideration.

Respondents requesting additional information or clarification are to contact Mr. Nelson Fowler in writing at nelson.fowler@shelbycountyttn.gov or at the address listed above. Questions should reference the section of the RFP to which the question pertains and all contact information for the person submitting the questions.

The vendor number is obtained through the Purchasing Department and the EOC certification is obtained through the Shelby County EOC Administration.

If you have any questions regarding the vendor number, please call the Purchasing Department @ 901-545-4360 or download the Bidder's List Application & W-9 form at www.shelbycountyttn.gov and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Conducting business with Shelby County" and then select, "Vendor Registration."

If you have any questions regarding the EOC qualification, please call 901-545-4336.

IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than **2:30 P.M., Thursday, October 21, 2011**. Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Friday, September 23, 2011
Voluntary Pre-bid	9:00 A.M., Monday, October 10, 2011, (CST)
Proposal Due Date	Thursday, October 20, 2011 by 2:30 pm (CST)
Notification of Award	November 2011

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

a. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

b. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

c. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the proposer's responsibility to ensure that its proposals arrive on or before the specified time.

d. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

e. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

f. Proposal Validity

Proposals submitted hereunder will be firm for at least ninety (90) calendar days from the due date unless otherwise qualified.

g. Disclosure of Proposal Contents

Proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

h. Living Wage - In accordance with Ordinance Number 328, commonly referred to as the Living Wage Ordinance, all persons/entities engaged in service contracts with the County, including but not limited to both prime and subcontractors, shall pay a Living Wage to employees for all work performed on said service contract, as defined in the Living Wage Ordinance. Proof of such compensation must be evidenced as required in the Living Wage Ordinance.

Prevailing Wage – Any firm, individual, partnership or corporation awarded a contract by the COUNTY for the construction of, improvement, enlargement, alteration or replacement of a public work or project in excess of \$500,000 and any subcontractors of such public work or project in excess of \$100,000 (“Recipient”) shall be required to pay local prevailing wages and benefits for laborers, mechanics, or other listed classifications as defined by the Tennessee Department of Labor. The prevailing wage rate shall be the most current State of Tennessee prevailing wage established by the Tennessee Department of Labor For Region 1 (Shelby County). The benefit rates shall be the most current rates described in the published schedule by the Memphis and West Tennessee Building and Construction Trades Council, except as otherwise provided in the Shelby County Code of Ordinances. The applicable rate shall be determined at the time that the project is awarded. In instances where Prevailing wage applies, Prevailing Wage will override the Living Wage requirement.

i. NON-DISCRIMINATION AND TITLE VI

The contractor hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the contractor on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The contractor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Any recipient entity shall be subject to the requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., and regulations promulgated pursuant thereto. It shall develop a Title VI implementation plan with participation by protected beneficiaries as may be required by such law or regulations. To the extent applicable, such plan shall include Title VI implementation plans sub-recipients of federal funds through the entity. The contractor shall produce the plan upon request of Shelby County Government. Failure to provide same shall

constitute a material breach of contract.

j. LOSB

**SHELBY COUNTY GOVERNMENT
LOCALLY OWNED SMALL BUSINESS (LOS B) PROGRAM
FOR CONSTRUCTION SERVICES**

TENSION FABRIC STRUCTURE COVERING

General

Shelby County Government is committed to a policy of non-discrimination pursuant to the Equal Protection provisions of the United States Constitution. It is further the policy of Shelby County that its purchasing and contracting practices encourage the use of Locally-Owned Small Businesses (LOS B's) in all solicitations. In furtherance of these policy objectives, Shelby County seeks to afford all citizens equal opportunities to do business on county contracts and to ensure that all bidders, or Contractors doing business with Shelby County provide to LOS B's, maximum practicable opportunities, commensurate with availability, price and capabilities required, to participate on contracts which are paid for, in whole or in part, with monetary appropriations from Shelby County.

Shelby County seeks to prevent discrimination against any person or business in pursuit of these opportunities on the basis of race or gender. Shelby County will conduct its contracting and purchasing programs to discourage any discrimination and will actively seek to resolve all claims of discrimination brought against Shelby County or any Contractors involved in such contracting and purchasing programs.

Shelby County has determined that 10% of the contract sum will be contracted with LOS B vendors. For assistance and information regarding LOS B participation, Bidders shall contact:

Ms. Doris Vester
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-545-4336
Fax: 901-545-3473
E-mail: Doris.Vester@shelbycountyttn.gov

Definitions

The definitions used in this document are as follows:

1. **"Bidder"** means any person, firm, partnership, association, or joint venture seeking to be awarded a contract or subcontract to provide goods, commodities, or services.
2. **"Certification"** or **"Certified"** means a Business that is certified by Shelby County Government under the LOS B program.

3. **“Commercially useful function”** means being responsible for the management and performance of a distinct element of the total work.
4. **“Contractor”** shall mean any person or business enterprise that submits a bid or proposal to provide labor, goods, or services to Shelby County by contract for profit in the area of construction or construction-related activities; and, any person or firm who supplies or provides labor, goods, or services to Shelby County by contract for profit.
5. **“Efforts to Achieve LOSB Participation”** means that the Contractor will solicit LOSB Participation with respect to the procurement and will consider all sub-bids and quotations received from LOSB’s. When a subcontract is not awarded to the LOSB, the Contractor must document the reason(s) the award was not made and substantiate that documentation in writing pursuant to the provisions of this Program.
6. **“Locally Owned Small Business (LOS B)”** means a business whose home office is located in Shelby County, whose annual revenues do not exceed \$3,000,000 and who has been certified by Shelby County Office of Equal Opportunity Compliance.
7. **“Non-LOS B”** means a business, which is not certified as a LOSB.
8. **“Unavailable”** means either that: (1) there is no LOSB providing goods or services requested; or, (2) no LOSB submitted a bid.

Requirements and Compliance

All firms or entities seeking to become Contractors as outlined herein are required to make good faith efforts to achieve LOSB participation when submitting a proposal or bidding on Shelby County procurements. Bidders shall not discriminate on the basis of race or gender when soliciting bids in the performance of Shelby County’s procurements. Discrimination complaints brought to the attention of Shelby County Office of Equal Opportunity Compliance (or its designee) will be reviewed and investigated to the extent necessary to determine the validity of such complaints and what actions, if any, should be taken by Shelby County.

Policies and Procedures

Shelby County may adopt policies and procedures as necessary to carry out and implement its powers and duties with regard to the LOSB Program. It is the goal of Shelby County to encourage participation by LOSB’s and to adopt rules and regulations which achieve to the greatest extent possible a level of participation by LOSB’s taking into account the total number of all Contractors and suppliers. Therefore, Shelby County will review each procurement request to determine the maximum potential for utilization of LOSB’s. This review is based on the availability of qualified LOSB’s providing goods or services as it relates to the scope of the bid or procurement process. The following procedures may be utilized during the procurement process.

1. Pre-Bid Activity

a. Bid Language

Shelby County may insert language into each bid specification describing the LOSB Program to assure that all prospective bidders are aware of the requirements to make efforts to utilize LOSB’s.

b. Notification

Shelby County may provide written notification to Contractors and LOSB's regarding pre-bid conferences; technical assistance to LOSB's; LOSB Program procedures and required documentation; and, provide a list of LOSB's who have expressed an interest in competing for the bid or in performing as a subcontractor.

2. Contractor's Responsibilities

a. Efforts to Achieve LOSB Participation

All entities seeking to become Contractors are required to make efforts to achieve maximum LOSB participation, as outlined in this LOSB Program, when submitting a response to a bid or negotiated proposal in response to a Shelby County procurement opportunity. Such Efforts should be documented on **LOSB Form "A."** and submitted with your bid.

b. Utilization

Contractors are required to utilize legitimate LOSB's in order to receive credit for the utilization of a LOSB. Contractors must document all LOSB's to be utilized, the percentage of utilization and the intended scope of work. Such information should be submitted on **LOSB Form "B."** This documentation must be submitted with the bid or negotiated proposal document.

c. Commercially Useful Functions

All LOSB's identified on **LOSB Form "C"** or **LOSB Form "D"** shall perform a Commercially Useful Function.

d. Unavailability

If a potential Contractor's efforts to obtain LOSB participation are unsuccessful due to the unavailability of a LOSB, the Contractor will submit a statement of unavailability. **LOSB Form "A."**

e. Pre-Work Conference

Any Contractor who is the successful bidder shall be required to attend a conference with Shelby County prior to beginning the work. The primary purpose of this conference is to review the project scope and review LOSB participation as outlined in **LOSB Form "B."** Shelby County will also review the Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services as documented on **LOSB Form "C."**

f. Post-Award Change

Any Contractor who determines that a LOSB identified on **LOSB Form "B"** cannot perform shall request approval from Shelby County to contract with an alternate subcontractor pursuant to this LOSB Program. Such request will be reviewed and approved only after adequate documentation for the proposed change is presented.

g. LOSB Certification

Each month the Contractor shall submit **LOSB Form "D"** certifying all payments made to LOSB's.

3. LOSB Responsibilities

a. Commercially Useful Function

It is the responsibility of each LOSB providing subcontracted goods and/or services to submit **LOSB Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

Written Agreement

Shelby County policies and procedures on LOSB participation are designed to create contractual relationships between Contractors and LOSB's. Therefore, a Contractor may utilize the services of a LOSB in estimating and satisfying the scope of work, provided that a written contract/agreement is executed between the Contractor and the LOSB.

Certification

To ensure that the ownership and control over decision-making and day-to-day operations of a Certified LOSB is legitimate, Shelby County reserves the right to verify the ownership and control of each LOSB utilized.

Monitoring LOSB Utilization

Shelby County intends to monitor and enforce this LOSB Program. Shelby County reserves the right to conduct random audits of each of its Contractor's/ LOSB's. Shelby County reserves the right to reevaluate a LOSB's certification at any time.

Efforts to Achieve LOSB Participation

The Contractor shall consider all bids and/or quotations received from LOSB's. When a subcontract is not awarded by a Contractor to any of the competing LOSB's, the Contractor must document the reason(s) the award was not made to the LOSB's. It is the responsibility of the Contractor to prove that it employed Efforts to Achieve LOSB participation. Evidence supporting the Contractor's Efforts must be documented on LOS Form "A," which must include, but is not limited to, the following:

1. Contractor must submit proof that it solicited LOSB participation through reasonable and available means including, but not limited to:
 - a. Written notices to LOSB's who have the capability to perform the work of the contract or provide the service;
 - b. Direct mailing, electronic mailing, facsimile or telephone requests.
2. Contractor must submit proof that it provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation.
3. Contractor must submit proof that it made Efforts to Achieve LOSB Participation including, but not limited to, proof that it made opportunities available to LOSB suppliers and identified opportunities commensurate with opportunities made available and identified to Non LOSB's. Such proof will include the names of businesses, contact person(s), addresses, telephone numbers, and, a description of the specifications for the work selected for subcontracting.
4. Contractor must submit proof that it allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid related items at no charge. The Contractor must allow sufficient time for review prior to the bid deadline.
5. Contractor must submit proof that it made Efforts to Achieve LOSB Participation by not rejecting a LOSB as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities. Contractor must submit proof of the basis for rejecting any

LOSB deemed unqualified or unacceptable by the Contractor. The Contractor will not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities. The Contractor must fully cooperate with Shelby County in its post-contract award LOSB Program audit and compliance efforts.

Substitution of LOSB's after Contract Award

In order to make a substitution of a LOSB, a Contractor must make a request to Shelby County. This request must be submitted in writing to Shelby County. Shelby County reserves the right to approve any substitution of a LOSB. The Contractor has the responsibility to provide Shelby County with a reasonable basis for the substitution. If the Contractor desires to substitute the LOSB with a Non-LOSB, then the Contractor must comply with the Effort to Achieve LOSB Participation provisions set forth herein.

Noncompliance with LOSB Program

Any of the following reasons, individually or collectively, may result in suspension from bidding, prohibition from contracting, or cancellation of contracts:

1. The failure to perform according to contract provisions relating to this LOSB Program;
2. Violation of, circumvention of, or failure to comply with the LOSB Program; and/or, Other reasons deemed appropriate by Shelby County.

Questions and Information

Questions regarding this LOSB Program and requests for information should be directed to:

Ms. Doris Vester
Office of Equal Opportunity Compliance
Board of Commissioners of Shelby County
160 North Main Street, Suite 969
Memphis, Tennessee 38103
Phone: 901-545-4336
Fax: 901-545-3473
E-mail: Doris.Vester@shelbycountyttn.gov

Construction

This LOSB Program is consistent with Shelby County Policies and Procedures. Wherever conflicts exist, the provision in the Shelby County Policies and Procedures will prevail.

LOSB Program Forms Description

- **LOSB Form A -- Certification of Efforts**

Contractors are required to submit **LOSB Form "A"** with proposals as evidence and documentation of efforts that have been made to contact LOSB's for participation as subcontractors, joint venture partners, or suppliers of goods and services. Contractors are

required to contact LOSB's and solicit quotes for goods and services. All responses to the Contractor's solicitation should be recorded and reported.

- **LOS Form B -- LOSB Utilization Plan**

A Contractor is required to submit **LOS Form "B"** with its Proposal in order to identify all LOSB's they propose to utilize in providing the goods and services included in the Proposal. Contractors may only include a proposed provider of goods or services on **LOS Form "B,"** if the entity is a legitimate LOSB. Additionally, if such entity will provide services, Contractors may only list LOSB's on **LOS Form "B"** if the entity will perform a Commercially Useful Function. The Successful Contractor will be required to finalize and submit **LOS Form "B"** prior to award of a contract. **LOS Form "B"** will be incorporated into the contract and will become a contractual obligation of the Successful Contractor. **LOS Form "B"** shall not be changed or altered after award of a contract without approval from Shelby County. The Contractor is required to provide written notice describing the reasons for any proposed change to Shelby County and to obtain approval from Shelby County of any changes to **LOS Form "B."**

LOS Form C --Statement of Intent to Perform as a Subcontractor or Provide Supplies or Services.

Contractors are required to have each subcontracted LOSB providing services complete **LOS Form "C"** certifying that it is performing the work and that it is a Commercially Useful Function.

- **LOS Form D -- Statement of Payments to LOSB's**

Contractors are required to record and maintain information regarding the utilization of LOSB's and all other information during the performance of awarded contracts. This information shall be recorded and maintained on **LOS Form "D."** The form is required to be submitted to Shelby County each month. **LOS Form "D"** must be completed in its entirety with information regarding the types of goods purchased from LOSB's or the types of services rendered by LOSB's and dollars amounts paid for their goods or services.

**Shelby County
 LOSB Program
 LOSB FORM A
 CERTIFICATION OF EFFORTS TO ACHIEVE LOSB PARTICIPATION
 (To Be Submitted with the Bid/Proposal)**

Company Name: _____
Bid No.: _____

I certify that the following efforts were made to achieve LOSB participation: YES NO

A	Provided written notices to LOSB's who have the capability to perform the work of the contract or provide the service		
B	Direct mailing, electronic mailing, facsimile or telephone requests		
C	Provided interested LOSB's with adequate information about plans, requirements and specifications of the contract in a timely manner to assist them in responding to a solicitation		
D	Allowed LOSB's the opportunity to review bid specifications, blue prints and all other bid/RFP related items at no charge, and allowed sufficient time for review prior to the bid deadline		
E	Acted in good faith with interested LOSB's, and did not reject LOSB's as unqualified or unacceptable without sound reasons based on a thorough investigation of their capabilities		
F	Did not impose unrealistic conditions of performance on LOSB's seeking subcontracting opportunities		

Additionally, I contacted the referenced LOSB's and requested a bid/proposal. The responses I received were as follows:

Name and Address of LOSB	Type of Work And Contract Items, Supplies or Services to be Performed	Response	Reason for Not Accepting Bid/Proposal

(If additional space is required, this form maybe duplicated)

If applicable, please complete the following:

I hereby certify that LOSB's were "Unavailable" as defined in the LOSB Program to submit bids to provide goods and services for this RFP/Bid's purpose.

Reasons for the "Unavailability":

—

—

Submitted by:

Authorized Representative Signature

Title

Date

Shelby County
LOS B Program

LOS B FORM B

LOS B UTILIZATION PLAN
(To Be Submitted with the Bid/Proposal)

Company: _____

Bid No.: _____

I, _____, do certify that on the following procurement opportunity,
(Contractor)

_____, the following LOS B's will be utilized as sub-contractors,
(Opportunity)

suppliers, or to provide professional services:

Name	Description of Work	Contract Value	LOS B Number

(If additional space is needed this form may be duplicated)

TOTAL CONTRACT VALUE: _____

TOTAL % OF LOS B PARTICIPATION: _____

The successful bidder is required to finalize and submit this form prior to award of a contract. Joint Venture Agreements, partnering agreements and all pertinent information must be presented prior to contract award. This information will be incorporated into the contract and will become a contractual obligation of the successful bidder. The finalized LOS B Form B shall not be changed or altered after award of a contract without approval from Shelby County. The successful bidder is required to provide written notice describing the reasons for the change to Shelby County to obtain approval of any changes to LOS B Form B.

Submitted by:

Authorized Representative Signature

Title

Date

Shelby County
LOSB Program
LOSB FORM C

STATEMENT OF INTENT TO PERFORM AS A SUBCONTRACTOR OR
PROVIDE SUPPLIES OR SERVICES
(To Be Submitted Prior to Contract Award)

Company Name: _____
Bid No.: _____

I, _____, intend to provide supplies or services in connection with the
(Subcontractor/Provider)
above bid/proposal request as a LOSB.

I am prepared to perform a "Commercially Useful Function" in connection with the above project.

The following are the work items to be performed:

at the following price: \$ _____.

If applicable, please complete the following:

I have or will enter into a formal agreement with _____ for the above-
(Company)
described scope of work, supplies, or services conditioned upon the execution of a contract
with Shelby County.

I hereby certify that this statement is true and correct:

Business Information: Submitted by: _____

Business: _____ Authorized Representative (Print):

Address: _____

Title: _____

Phone: _____ Authorized Representative's Signature:

Facsimile: _____ Date: _____

**Shelby County
 LOSB Program**

LOS B FORM D

STATEMENT OF PAYMENTS TO LOSB'S
 (To Be Submitted Monthly and with Final Payment Request)

Company Name: _____
Name/Contract No.: _____
Payment Request Number: _____

Name of Firm	Description of work	Total Amount Due This Month	Total Dollars Paid To Date	% of Contract Completed	Start Date of Contract	End Date of Contract

(If additional space is needed this form may be duplicated)

I hereby certify that this statement is true and that above payments have been made.

Business Information:

Submitted by:

Business: _____

Authorized Representative (Print):

Address: _____

Title: _____

Phone: _____

Authorized Representative's Signature:

Facsimile: _____

Date: _____

LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:

1. The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
2. Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
3. The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general contractors bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general contractors.
4. After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
5. On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business subcontractors and/or suppliers in the contract award.
6. Failure by a supplier or contractor to include locally owned small business sub-contractors or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or contractor can show documented evidence of good cause why none were included.
7. Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract, or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.
8. As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.
9. In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said

preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$ 500,000.00;
- b. A preference of up to three and five-tenths percent (3.5%) shall be allowed for contract up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceeds \$1,000,000.00.

10. For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general contractors meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent subcontracting threshold must be met prior to contract execution.

11. The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

12. The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

13. The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

14. The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

k. DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____, an employer of five (5) or more employees contracting with _____ County government to provide construction services, here states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide construction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. § 50-9-113. Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained. Witness my hand and seal at office this day of

_____ 20

Notary Public

My commission expires:

**SHELBY COUNTY GOVERNMENT
GRATUITY DISCLOSURE FORM**

INSTRUCTIONS: *This form is for all persons receiving any Shelby County Government contract, subcontract, land use approval or financial grant of money to report any gratuity that has been given, directly or indirectly, to any elected official, employee or appointee (including their spouses and immediate family members) who is involved in the decision regarding the contract, land use approval, or financial grant of money.*

1. NAME:

2. DATE OF GRATUITY:

3. NATURE AND PURPOSE OF THE GRATUITY:

4. NAME OF THE OFFICIAL, EMPLOYEE, APPOINTEE, OR FAMILY MEMBER WHO RECEIVED THE GRATUITY:

5. NAME OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY:

6. ADDRESS OF THE PERSON OR ENTITY THAT PROVIDED THE GRATUITY:

7. DESCRIPTION OF THE GRATUITY:

8. COST OF THE GRATUITY: (If cost is unknown and not reasonably discernible by the person giving the gratuity, then the person giving the gratuity shall report a good faith estimate of the cost of the gratuity.)

9. AFFIDAVIT:

The information contained in this Gratuity Disclosure Form, and any supporting documentation or materials referenced herein or submitted herewith, is true and correct to the best of my knowledge, information and belief and affirm that I have not given, directly or indirectly, any gratuity to any elected official, employee or appointee (including spouse and immediate family members) that has not been disclosed and I affirm that I have not violated the provisions of the Shelby County Government Code of Ethics.

Signature

Date

Print Name

A copy of your completed form will be placed on the Shelby County Internet Website.

m. FORMS TO BE SUBMITTED

LOSB FORM A: MUST BE COMPLETED AND SUBMITTED IN YOUR BID ENVELOPE

LOSB FORM B: MUST BE COMPLETED, SUBMITTED WITH YOUR BID AND ATTACHED TO THE OUTSIDE OF THE ENVELOPE DOCUMENTING ALL LOSB'S TO BE UTILIZED, THE PERCENTAGE OF UTILIZATION AND THE INTENDED SCOPE OF WORK.

LOSB FORM C: MUST BE COMPLETED AND SUBMITTED BY EACH LOSB PROVIDING SUBCONTRACTED GOODS AND OR SERVICES CERTIFYING THAT THEY ARE PERFORMING THE WORK AND THAT IT IS A COMMERCIALLY USEFUL FUNCTION. ONLY REQUIRED AFTER THE AWARD OF THE BID.

LOSB FORM D: MUST BE COMPLETED AND SUBMITTED BY THE SUCCESSFUL CONTRACTOR EACH MONTH CERTIFYING ALL PAYMENTS MADE TO LOSB'S.

DRUG FREE WORKPLACE AFFIDAVIT AND GRATUITY DISCLOSURE FORM: MUST BE COMPLETED AND SUBMITTED WITH YOUR BID.

BID BOND: ALL BIDS MUST BE ACCOMPANIED BY A BANK CERTIFIED CHECK OF BANK DRAFT, LETTER OF CREDIT ISSUED BY ANY NATIONAL BANK OR APPROVED BID BOND FOR NOT LESS THAN 5% (PERCENT) OF THE AMOUNT OF THE BID. ALL PROPOSAL GUARANTEES SHALL BE MADE OUT TO THE COUNTY OF SHELBY.

NOTE: THE SUCCESSFUL CONTRACTOR WILL SUBMIT FORM C AND D.

FAILURE TO SUBMIT THE REQUIRED FORMS MAY RESULT IN YOUR BID BEING REJECTED AS BEING IN NON-COMPLIANCE WITH BID REQUIREMENTS.

VII. GENERAL REQUIREMENTS AND INFORMATION

A. Scope of Work

Proposed construction services include, but are not limited to, the installation of a Tension Fabric Building on existing walls, with dimensions of the walls approximately 70'W x 158.6'L, with a 70' end wall on one end only. Structure is to have two (2) wall louvers 36"W x 36"H. A set of Engineered Drawings stamped by a Professional Engineer must be submitted with proposal. There must be an Exclusive 15 YEAR MANUFACTURER FABRIC WARRANTY ON COVERING AND 15 YEAR WARRANTY ON FRAME. Roofing Material shall be a 12.5oz/24mil Rip Stop Polyethylene Cover. Tubing must be 50KSI, triple layer galvanized-inside and out, zinc coated Smooth Curvature Round Steel, USA made steel tubing. **The Snow Load shall withstand 10lbs. of ground load and the Wind Load shall withstand 90 mph wind speed based on 3 second gusts or match the International Building Code for the Memphis Tennessee area.** The contract for these services shall be a lump sum price for any and all work necessary for construction. A drawing of the project site is included as part of these bid documents for reference only. The successful bidder will be required to submit a design plan, which consists of a proposed layout and list of items to be constructed for approval before being authorized to proceed with purchasing items and beginning construction.

Design - A drawing of the project site is included as part of these bid documents for reference only. The successful bidder will be required to submit a design plan, which consists of a proposed layout and list of items to be constructed for approval before being authorized to proceed with purchasing items and beginning construction.

B. Project Time Frame

The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed. The work under this contract shall be substantially completed within one hundred twenty (120) calendar days.

C. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or issue a new RFP.

D. Selection Criteria

Contract(s) will be awarded based on the lowest responsive proposals received. The contents of the proposal of the successful Bidders will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

E. Additional Information and References

Any additional information that would be helpful to the County evaluating your proposal including a list of current and former clients with a similar profile to Shelby County should be submitted.

F. Material Specifications

See attachment

VIII. AWARD OF CONTRACT

Bidders are advised that the lowest responsive proposal per set will be awarded the contract.

1X. NOTICE TO BIDDERS

September 23, 2011

Receipt of Bids:

Request For Proposal's for the improvements described herein will be received at THE OFFICE OF THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, ROOM 550, SHELBY COUNTY ADMINISTRATION BUILDING, 160 NORTH MAIN, MEMPHIS, TENNESSEE 38103, until **Thursday, October 20, 2011 @ 2:30 PM.**

Description of Work:

- The proposed work is officially known as: **TENSION FABRIC STRUCTURE COVERING**

Pre-Bid Meeting:

Bidders are encouraged to attend a pre-bid meeting to be held on **Monday, October 10, 2011 @ 9:00 A.M.** at 6449 Haley Road, Memphis Tennessee 38134.

Instruction to Bidders:

(a) The REQUEST FOR PROPOSAL MUST BE DOWNLOADED FROM THE SHELBY COUNTY GOVERNMENT WEBSITE at www.shelbycountyttn.gov and click the link "Department" at the top, then P for the Purchasing Department, then click on the link "Bids."

(b) All bids must be accompanied by a bank cashier's check or bank draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or certified check or approved bid bond for not less than five (5) percent of the amount of the bid. All proposal guarantees shall be made out to the COUNTY OF SHELBY.

- i. All bidders must be licensed by the Tennessee State Board of Licensing
- ii. General Contractors Evidence of this license must appear on the title page of the Proposal in the space provided, and also on the exterior of the sealed envelope. The envelope enclosing each bid must show the Contractor's name, license number, expiration date thereof, and license classification of the contractor(s) bidding for the prime contract and for the masonry, electrical, plumbing, heating, ventilation, and air conditioning subcontracts in accordance with TCA 62-6-119. Lacking all of this information, the bid shall be rejected and returned to the bidder unopened.

EOC Requirements:

- As a condition precedent to bidding, bidders shall have received a current "Equal Opportunity Compliance Eligibility Number" which must be attached to each bid submission. To receive an E.O.C. Eligibility Number, specific information must

be received by the E.O.C. Department at least 48 hours prior to the bid opening. To verify your E.O.C. Number or to receive information for obtaining a number, contact the E.O.C. Department, 545-4336.

- Use of Locally Owned Small Business (LOSB) participation on County projects is mandatory.

Bidders are encouraged to contact County-certified LOSB firms from the listing obtained from the EOC department. Bidders may also provide the names of the firms they believe would qualify as LOSB firms, by notifying the E.O.C. Department and filing the required forms at least five (5) working days prior to the bid opening.

A Locally Owned Small Business is defined as a sole proprietorship, corporation, partnership, or joint venture located within Shelby County and at least 51% owned, operated, and managed by a Shelby County resident and having an average annual sale of \$5,000,000.00 or less over the past three (3) years.

Rejection of Bids:

The **COUNTY OF SHELBY** reserves the right to reject any and all proposals and to waive technicalities in any proposal.

BY ORDER OF:

CLIFTON DAVIS

**PURCHASING ADMINISTRATOR
SHELBY COUNTY
GOVERNMENT**

_____, 2011

SECTION B

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

PROPOSAL

PROPOSAL

TO THE SHELBY COUNTY ADMINISTRATOR OF PURCHASING, SHELBY COUNTY, TENNESSEE.

1. Name of Bidder: _____
Business Address: _____
Federal I.D. Number: _____
Phone Number: _____
Tennessee License Number: _____

PROJECT NAME: CONSTRUCTION OF A TENSION FABRIC STRUCTURE

2. Plans and Specifications:
The term "plans" for this project refers to the submittal of design furnished by the Contractor and approved for construction by the Engineer. All construction shall conform to the latest edition of the Shelby County Government General Requirements and Conditions or the special provisions included in the Bid Documents. Please see General Conditions Section 4.01 for additional information.
3. Interested Parties:
In submitting this proposal, the undersigned Contractor or bidder declares that the only persons or parties interested in the proposal as principals are those named herein; and that the proposal is made without collusion with any person, firm or corporation.
4. Bidder Familiar with the Plans, Specifications and the Site:
The undersigned further declares that the proposal, plans and specifications, general requirements and conditions, form of contract and contract bond, and special provisions have been carefully examined and the site of the proposed work has been inspected in detail. The undersigned further declares to be familiar with all the local conditions affecting the contract and the detailed requirements of construction, and understands that, in making this proposal, all rights to plead any misunderstanding regarding the same are waived. The Bidder declares that the wording herein, which may contain changes from similar documents from previous projects of Shelby County Government, has been reviewed. The Bidder further declares that the instructions regarding the Shelby County Equal Opportunity Compliance, which is bound with this proposal, have been examined, and agrees that these documents are an integral part of this bid.
5. Bidder to Furnish:
The undersigned further understands and agrees to furnish and provide all necessary materials, equipment, labor and incidentals required to produce and install the items as listed in this proposal upon acceptance of the proposal by Shelby County Government, except such materials as are to be furnished by the County, in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
6. Quantities and Payment:
The undersigned understands that the quantities provided herein by the County are approximate only and that they are subject to increase or decrease; that the undersigned shall take in full payment therefore the amount of the total bid as shown on the bid form, after accounting for any and all bid alternates made and accepted by the County.

7. Lump Sum Bid Price:
The contractor agrees at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications, hereinafter described as Services. For Services rendered, the County shall pay the Contractor an amount not to exceed _____ Dollars, (\$ _____). This amount has been established based on the understanding that it includes all of the Contractor's costs and profits as well as any tax obligation that may be imposed on the Contractor submitted herewith.
8. Not Used
9. Extra Work or Changes:
The undersigned further agrees that the Engineer may at any time during the progress of the work covered by this contract, order other work or materials incidental thereto and that all such work and materials do not appear in the proposal or contract as a specific item, and which are not included under the lump sum bid price for this contract. The Contractor shall submit a proposal to perform as extra work, and that the undersigned accepts as full compensation for the extra work, payment as provided for in the general conditions only after to acceptance by the Engineer.
10. Time of Execution of Contract:
The undersigned further agrees to execute a contract for the contract work and present same to the County within fourteen (14) days after the date of notice of award of the contract.
11. Contract Bond:
The undersigned further agrees that within fourteen (14) days after the date of notice of the award of the contract, the undersigned, along with an appropriate surety shall execute a contract bond satisfactory to and in the form prescribed by the County in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
12. Term:
The undersigned further agrees to begin work on the project not later than ten (10) days after the execution and approval of the contract and contract bond and on receipt of a notice to commence work, unless otherwise provided, and to prosecute the work in such manner and with sufficient materials, equipment and labor as will insure completion of the work within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the contract. The undersigned agrees to complete the work within 120 calendar days, unless additional time is granted by the Engineer in accordance with the provisions of the general conditions. In case of failure to complete the work within the time described herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the County shall withhold, from such sums as may be due under the items of his contract, the costs as set forth in Section 8 of the General Conditions, which costs shall be considered and treated not as a penalty but as damages due the County from the undersigned by reason of inconvenience to the public, added cost of engineering, supervision, maintenance of detours, and other items which have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.
13. Not Used
14. Clean-Up of Construction Site:
The undersigned further agrees to provide necessary clean-up of construction areas, such as collection of debris, construction materials, dirt piles, etc., and any other unsightly and unnecessary items. In the event the Engineer determines that necessary clean up is not being provided by the undersigned, the Engineer shall officially notify the undersigned of the problem. If the undersigned has not begun to provide satisfactory clean-up of the area within fifteen (15) days after the notice, then the Engineer shall take the

necessary steps to eliminate the problem including, but not limited to, performing the work with County forces, or contracting with outside forces at the Engineer's option, documenting all expenses incurred performing the work. Prior to releasing any securities covering this contract, all expenses incurred by the County in said clean-up operation shall be paid in full by the undersigned.

15. Forfeiture of Bid Bond:

The undersigned further agrees that in the event of failure to execute the contract and present a contract bond to the County within fourteen (14) days as per Paragraph #10 above, the Contractor's bid bond shall be forfeited as damages for project delay and the notice of award shall be automatically cancelled. The contract shall then be awarded to the next lowest qualified bidder.

16. Bid Bond:

Accompanying this proposal shall be a bank cashier's check, certified check, letter of credit issued by any national bank or a duly assigned certificate of deposit, bank draft or approved bid bond, complying with the requirements of the general conditions and/or as shown on the Notice to Contractors, made payable to THE COUNTY OF SHELBY. The amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be no less than five percent (5%) of the total bid. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required herein, it is hereby agreed that the amount of the check, draft, letter of credit issued by any national bank or certificate of deposit therein, duly assigned, or approved bid bond shall be considered as payment of damages due to delay and other causes suffered by the County because of failure to execute the contract and contract bond. Otherwise, said check, draft, or letter of credit, issued by any national bank or certificate of deposit therein, duly assigned or approved bid bond shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK, LETTER OF CREDIT
ISSUED BY ANY NATIONAL BANK OR CERTIFICATE OF DEPOSIT THEREIN,
DULY ASSIGNED APPROVED BID BOND OR CERTIFIED CHECK HERE. THE
UNDERSIGNED SHALL PROVIDE BELOW THE FOLLOWING INFORMATION

TOTAL AMOUNT OF BID BOND \$ _____

In the event that one check, draft or approved bid bond or other indemnity as set out above is intended to cover two or more proposals, the amount must be equal to the sum of proposal guarantees required for the projects covered. If this check, draft or approved bid bond, or other indemnity as set out above is placed in another proposal, the undersigned shall provide below, the name of said proposal.

LOCATION OF BID BOND _____

17. Schedule of Prices:

The undersigned shall complete and submit a Schedule of Prices covering the work performed under this contract. Unit prices shall be bid for each of the items in the schedule and extensions showing the total contract price shall be provided. Failure to provide said unit prices in their entirety or to provide extensions, including the total contract price, may result in rejection of this proposal as informal or irregular.

18. Joint Ventures:

Each Contractor or contracting firm who is a member of a joint venture shall provide a current license number and each shall sign the bid proposal holding each, both jointly and severally liable to the total project. In a joint venture, each member's classification limits shall be equal to or greater than those classifications' proportionate share of the total cost of the project. A joint venture shall allow the members to combine their license limits in order to undertake a larger project than each would normally be able to perform with their individual license. The classification of each member in the joint venture shall be a necessary and integral part of the total project.

19. Acceptance or Rejection of Bid(s):

The Shelby County Government reserves the right to reject any and all bids. The Shelby County Government also reserves the right to select the lowest responsible bidder for any one project to the rejection of all other bidders or award any or all projects to the lowest responsible bidder or bidders.

20. **NOT USED**

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

BID FORM

TENSION FABRIC STRUCTURE

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	COST
1	TENSION FABRIC STRUCTURE	LS	1	\$ -

TOTAL	\$ -
--------------	-------------

IF AN INDIVIDUAL:

SIGNATURE OF BIDDER: _____

BUSINESS ADDRESS: _____

IF A CO-PARTNERSHIP:

FIRM NAME: _____

BY: _____

BUSINESS ADDRESS: _____

NAME AND ADDRESS
OF ALL MEMBERS OF
FIRM

IF A CORPORATION:

CORPORATE NAME _____

SIGNED BY: _____

President

BUSINESS ADDRESS: _____

(Corporate Seal)

NAME OF OFFICERS _____

President

Secretary

Treasurer

ATTEST: _____ Secretary

ATTACHMENT

Proposal Response Sheet

CONSTRUCTION OF A TENSION FABRIC STRUCTURE

Name of firm: _____
Firm's Website: _____

Mailing Address: _____
Remit Address: _____
Phone: _____
Fax: _____
Phone: _____
Fax: _____
Payment Terms: _____

Authorized Representative: _____ Print: _____
Signature (Person Authorized to negotiate with the County on behalf of the organization/firm)
Email address: _____

Authorized Representative: _____ Print: _____
Signature (Person Authorized to negotiate with the County on behalf of the organization/firm)
Email address: _____

The signature(s) above certifies that:

- i. The Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- ii. All declarations in the proposal and attachments are true to the best of reasonable knowledge;
- iii. All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
- iv. The offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County;
and
- v. All aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

EOC#: _____ (If you do not have a valid EOC#, please contact the EOC office at 901-545-4336)

_____ Check here if you qualify as MBE _____, or WBE _____
(Minority or Woman owned Business Enterprise) If so, please indicate the classification below:
 African-American Hispanic America Asian Amerid Native Amer Other

_____ Check here if you qualify as an LOSB (Locally Owned Small Business)

_____ Check here if you qualify as an DBE (Disadvantaged Business Enterprise)

This page MUST be printed on your company letterhead or stationery.

CONTRACT BOND (Corporation)

KNOW ALL MEN BY THESE PRESENTS, That we _____ a corporation organized under the laws of the State of _____ and licensed to do business in the State of Tennessee, as Principal, and _____ a corporation organized and existing under the laws of the State of _____ with authority to do business in the State of Tennessee, as Surety, are held and firmly bound unto THE COUNTY OF SHELBY, TENNESSEE, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, well and truly to be paid unto said SHELBY COUNTY, TENNESSEE, for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by the presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with THE COUNTY OF SHELBY, TENNESSEE, for the construction of the work designated TENSION FABRIC STRUCTURE COVERING, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purposes of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall insure to the benefit of any person, firm, company or corporation, to whom any money may be due from the Principal, sub-contractor or otherwise, for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm company or corporation, for the recovery of any such money ON OR BEFORE THE EXPIRATION OF ANY GUARANTEE PERIOD AND/OR THE REQUIRED ADVERTISEMENT PERIOD.

NOW, THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due to any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted and shall hold THE COUNTY OF SHELBY, TENNESSEE, harmless, its officials, agents, and employees in account of any such damages, and shall in all respects full and faithfully comply with all the provisions, conditions, and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

Approved this ____ day of _____
A.D., 2011.

IN WITNESS WHEREOF, We have
duly executed the foregoing
obligation this _____ day
of _____ A.D.2011

FOR SHELBY COUNTY GOVERNMENT:

Corporate
Name: _____
President

Mayor of Shelby County, TN

Attest: _____
Secretary

Director of Public Works

SURETY _____ (Seal)

BY: _____ (Seal)
Attorney in Fact

APPROVED AS TO FORM:

BY: _____ (Seal)
Attorney in Fact

County Attorney

State of _____

County of _____

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____ who is to me personally known to be the same person who signed the above and foregoing instrument as the Attorney in Fact for _____, appeared before me this day in person and acknowledged that he signed the name of _____ thereto, as his Principal and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set forth, and that he executed the said instrument under authority given him by said Principal.

Given under my hand and Notarial Seal the _____ day of _____ A.D. 2011.

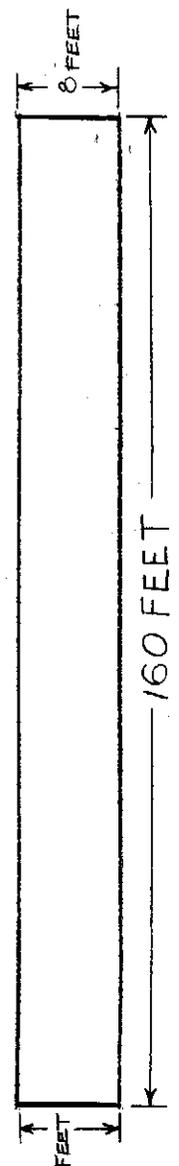
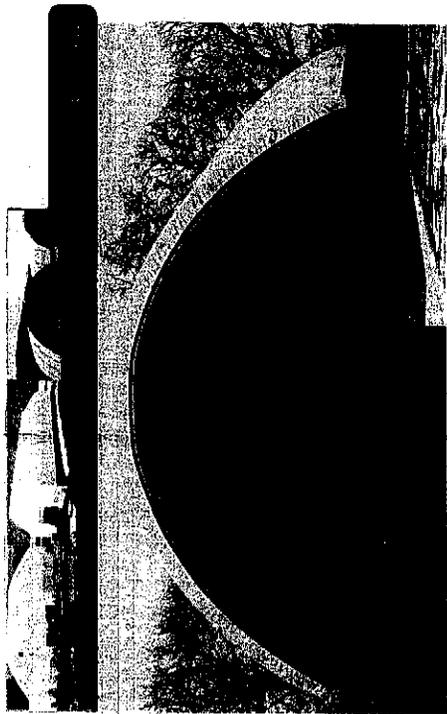
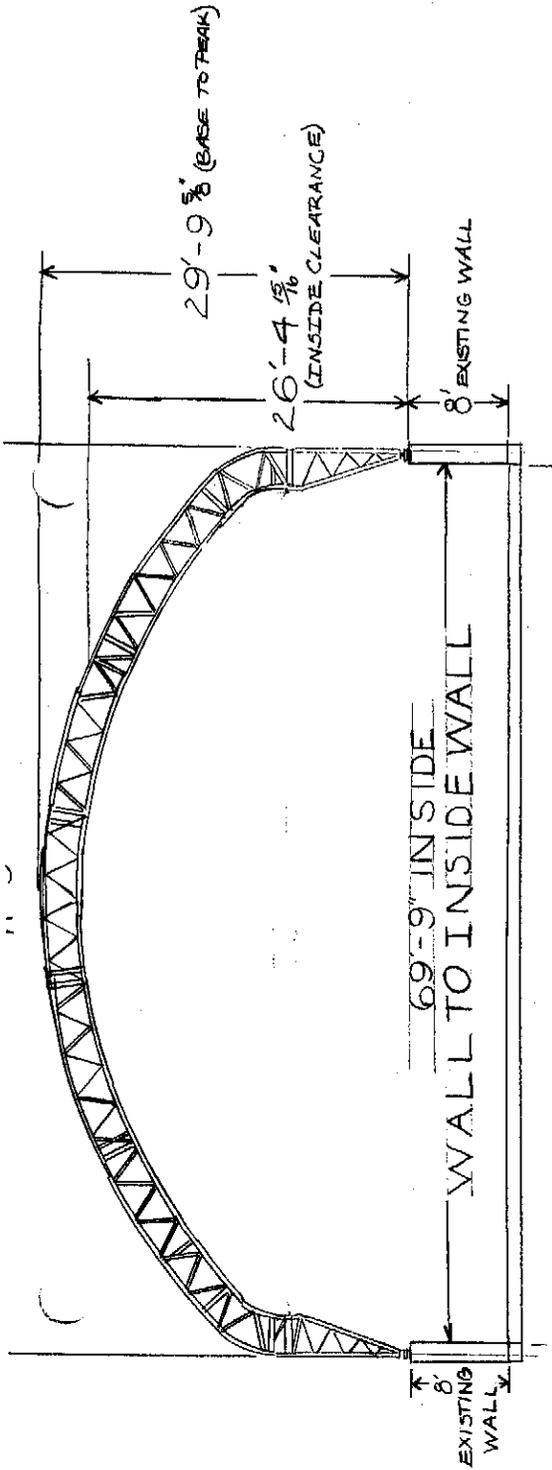
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SECTION C

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

DRAWINGS



SECTION D

SHELBY COUNTY GOVERNMENT

ENGINEERING DEPARTMENT

SPECIAL PROVISIONS

SPECIAL PROVISIONS CONTENTS

<u>Special Provision Regarding</u>	<u>Special Provision No.</u>
Unbalanced Bids	102B
Approval of Shop Drawings	105A
Pre-Construction Submittal Requirements	105.05
Schedule of Work	105.06
Damage to Service Lines	105.07A
Complaints	107.15

STATE OF TENNESSEE
SPECIAL PROVISIONS #102B
UNBALANCED BIDS

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department or to award the Contract and limit progress payments on units of work performed on any excessively priced items to costs that are satisfactorily documented by the Contractor plus 20 percent, until 85 percent of the Contract has been completed. Upon completion of 85 percent of the Contract, the Contractor will be reimbursed in accordance with Subsection 109.06 of the Standard Specifications for the accepted quantities of work performed on the excessively priced items.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION #105A
APPROVAL OF SHOP DRAWINGS

As soon as possible after naming the fabricator of a steel structure and before the shop drawings are prepared, the Contractor shall require the fabricator to submit prints of the shop drawing Title Sheet directly to the Shelby County Engineering Department. Shop drawings for all types of structures shall be submitted directly to the Engineering Department for handling with the checking agency and for distribution. A copy of the letter transmitting the shop drawings to the Engineering Department shall be furnished the project engineer.

Each shop drawing sheet shall contain in the title block the following:

The location, project number, and contract number. Shop drawings shall be submitted in sets with the drawing numbers running consecutively in each set, and if more than five (5) sheets in a set, shall be appropriately bound. Shop drawings marked "APPROVED" or "APPROVED AS NOTED" need not be resubmitted unless specifically asked for. The following minimum number of sets of shop drawings shall be submitted for approval.

TENSION FABRIC STRUCTURE (6) SIX.

It is recommended that a heading similar to the following be used in all correspondence:

Project Number

Location

Contract Number

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION 105.05
PRE-CONSTRUCTION SUBMITTAL REQUIREMENT

The Contractor shall be responsible for submitting asphalt mix design(s), concrete mix design(s), shop drawing(s), certification report(s), etc. for approval at the preconstruction conference or no later than thirty (30) days after the preconstruction conference. This is to allow sufficient time for review and approval.

Under no circumstances shall any materials be used or construction begin using any mix design or shop drawing prior to approval of submittals.

CONCRETE PLANTS, ASPHALT PLANTS, CEMENT TREATED BASE PLANTS, ETC.:

Regarding mix design submittal(s): The Contractor shall designate the plant location for the item(s) to be produced as per the mix design. The designated location shall not be changed by the Contractor without prior approval of Shelby County. The Contractor shall not be permitted to send any item(s) to the project without this approval. Any approved change(s) in plant location(s) shall require a mix design for that specific location. Any change(s) shall have prior approval and the approved design shall be on file with Shelby County per the requirements for the item(s) being produced per the mix design. Contractor(s) shall not change plant locations at will. Any change(s) shall only be made for an emergency type situation or with prior approval and a notification that such change is to take place. Convenience or poor planning shall not constitute being a valid reason for plant change(s). It shall be the Contractor's responsibility for coordinating the project work with the item(s) being produced and shipped.

REGARDING PROCESS CONTROL PLAN(S):

The Contractor shall submit a process control plan, with mix design submittals, which shall be approved by the Engineer. This process control plan shall be used by the Contractor per the specification requirements of the item being produced or supplied. This plan shall not be changed or otherwise altered without submittal and approval of a "new" plan.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISIONS 105.06
SCHEDULE OF WORK

The Contractor shall, in coordination with the Engineer, develop a proposed work schedule showing estimated work times for all major construction tasks. The schedule shall be updated as needed to afford the Engineer a view as to the progress and completion time. This schedule shall be submitted at the pre-construction conference and shall include a list of suppliers.

The Contractor shall follow this schedule unless a change is necessary. The Contractor shall notify the Engineer in advance of any deviation from this schedule. The plan of operations shall show the controlling item of work during each phase and a revised schedule shall be submitted when changed conditions warrant.

Sub-contractor notification: The successful Contractor shall submit to the Engineer at the pre-construction conference a list of any and all sub-contractor(s) that will be performing work under his supervision. The contractor shall also notify the Engineer before any change is made in sub-contractor(s) or suppliers of materials to the project.

Notification of sub-contractor(s) or suppliers shall in no way release the Contractor from any or all responsibility relating to work or liabilities relating to this contract.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION 105.07A
DAMAGE TO SERVICE LINES

The Contractor shall immediately stop all work to repair any service lines that are damaged during construction. The construction process shall not commence until the damaged lines are satisfactorily repaired and the repair approved by the Engineer or his representative.

The Contractor shall also be responsible for any plumbing damage caused by foreign objects entering a broken water line.

The Contractor shall also be responsible for other damage caused by broken service lines including, but not limited to, damage to equipment due to interrupted service. This does not apply to cable television deemed by the Engineer to have been incorrectly installed.

SHELBY COUNTY, TENNESSEE
SPECIAL PROVISION 107.15
COMPLAINTS

The Contractor shall ensure that all complaints are resolved promptly. Upon notification by the Engineer or his representative, the Contractor shall respond immediately to correct the problem, regardless of severity.

The Contractor shall inform the Engineer in writing as to when and how the complaint was resolved.

If any complaint is not resolved to the satisfaction of the Engineer within 48 hours of receipt of the complaint by the Contractor, then all other work shall cease upon order of the Engineer or his representative until the complaint is resolved to the satisfaction of the Engineer.

It will be the Engineer's responsibility to handle all communication with private property owners and residents.

The Engineer will have the authority to schedule a conference involving the Contractor, the property owner, and the Engineer for the purpose of clarifying the nature of the complaint.

The Engineer will mediate all disputes and his decision will be final. Under no circumstances shall the Contractor negotiate directly with a property owner.

SECTION E

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

MATERIAL SPECIFICATIONS

MATERIAL SPECIFICATION

1.0.0. GENERAL

1.1.0. Shelby County Government is soliciting proposals from interested and qualified firms for the purchase and assembly, on site, of a ClearSpan Fabric Building or equal, for the purpose of a "Salt Storage Building", following the design specifications listed below. This Request for Proposal ("RFP") is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where the successful candidate will be selected and invited to enter a contractual relationship with Shelby County Government for the Services outlined in this RFP.

All items to be bid FOB, County of Shelby, TN.

All bid submittals shall be submitted with a complete list of performance, design, dimensions, size, weights, warranties and capacities on each item as listed below in the specifications.

1.2.0. The workmanship of all materials and components of the structure shall be commensurate with the functional requirements of the item.

1.3.0. It is the specific intent of this contract to insure that only materials and/or equipment which conform to the requirements of the plans, specifications, and special provisions be used in all aspects of the construction process. All work shall be performed in such a manner as to produce a completed project that is workmanlike and acceptable in every detail. Copies of all tests shall be furnished to the Engineer.

1.4.0. All materials or equipment not conforming to the plans, specifications, and special provisions shall be considered defective and shall be removed from the work and, if in place, they shall be removed at the Contractor's expense and replaced with acceptable materials, or equipment meeting the said specifications. Any and all work done to correct defective construction shall proceed only after the corrective procedures have been approved by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer pursuant to these provisions, the Engineer shall have authority to remove and replace defective materials and/or equipment and to deduct the cost of removal and replacement from monies due or to become due the Contractor.

1.5.0. Welding: Welding shall be employed only when specified in the original design. Welding shall be in accordance with CAN/CSA A660-10 and CWB 47.1. Successful bidder must supply CAN/CSA A660-10 certificate of approval.

2.0.0. GENERAL DESIGN REQUIREMENTS:

2.1.0. Warranty: 15-year on Fabric

2.1.1. The membrane shall be tensioned over the framework.

2.1.2. The structure shall be rectangular in shape with one vertical gable end wall.

2.1.3. The interior of the structure below the main trusses shall be clear span, free of any structural support members and shall provide unobstructed floor space.

2.1.4. No exterior purlins, guy ropes or cables shall be used for anchoring the structure.

2.2.0. Design Requirements-Structural Frame:

2.2.1. Roof and Wall Surfaces: To provide for maximum compatibility with standard ventilation and other accessory and cladding systems, and the structure for the roof and gable side wall surfaces shall be designed for flat planes.

2.2.2. Purlin Spacing: To provide for structural stability, and to provide for installation of accessory items, the main structural trusses shall be laterally braced by tubular purlins at intervals required by the truss design.

2.2.3. Wind and Frame Bracing: The structure shall be appropriately stabilized with wind bracing cable as well as any required secondary node restraint assemblies so as to efficiently transfer wind, snow and seismic induced stresses to the foundation/anchoring system. Cable diameter for main wind bracing shall be a minimum of 5/16" diameter and larger if so required. The end bays of the structure shall be designed to be cross – braced early during installation to allow for permanent stability of the frame during installation.

2.2.4. Connecting Joints: Connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins and end wall frame connections shall be made with a minimum of Grad 5 hex bolts, carriage bolts and self drilling screws.

2.2.5. Mechanical Equipment Interface: The main structural roof trusses shall allow for installation of electrical and mechanical equipment based on collateral loads as defined in Section 2.2.2. Likewise, the structure shall accept penetrations through the membrane for ventilation with minimal modification.

2.2.6. Ancillary Systems: The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, HVAC, provided collateral load factors are taken into account.

2.2.7. Alternative Cladding materials: The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required.

- 2.2.8. All hardware needed to assemble building to be supplied by vendor / contractor.
- 2.2.9. Truss segment assembly at the top and bottom will be a truss chord with galvanized round steel tube – No less than 3.5"OD, 14 GA.
- 2.2.10. Truss Depth – No less than 30".
- 2.2.11. Minimum vertical interior clearance for building not including foundation wall will be 27'.
- 2.2.12. 70' Wide X 158.6' Long.
- 2.2.13. One (1) end enclosed with 2 (ea) 36"x36" vent frames.
- 2.2.14. Two (2) each 36"x36" fixed louver vent.
- 2.2.15. Front end wall open.
- 2.2.16. Building to be engineered to 10 psf ground snow load and 90mph, 3 sec gust: See Section 2.4.2. and 2.4.3 for details.
- 2.2.17. Building to be mounted to existing concrete walls. Walls measure 70' inside to inside with a wall thickness of 12".
- 2.2.18. Wall dimensions to be provided by the Shelby County.
- 2.2.19. Engineered Drawings stamped by a Professional Engineer Licensed in the State of Tennessee must be provided for the structure.
- 2.2.24. Building to be anchored to the existing walls using a minimum of (4) ¾" x8.5" threaded rods, minimum embedment of 6" for each mounting plate using Unitex ProPoxy 400 or better.
- 2.2.25. Installation / assembly of the structure will be by manufacturer approved contractor only.
- 2.3.0. Design Requirements – Membrane Cladding System:**
 - 2.3.1 Membrane: The roof membrane shall form a weather tight shell over the structural frame. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.
 - 2.3.2. The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent end wall and roof cladding.
 - 2.3.3. Roof membrane horizontal stretch shall be maintained with horizontal purlins requiring no on-going maintenance.

- 2.3.4. Base Tensioning System: The membrane cladding will be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system will be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustment.
- 2.3.5. Membrane Seal at Openings and Base: The Manufacturer supplying the structure will provide all materials and methods necessary to fully tension and seal the membrane material around all doors, ventilation and other openings as well as around the structural perimeter below the main tensioning system. This seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that would otherwise be damaged by flapping or abrasion. When a membrane base skirt is required, this shall be supplied and attached at the base perimeter to allow a reasonable seal against air and water intrusion.
- 2.3.6. The membrane shall not be designed to function as a structural member such that, should any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.
- 2.3.7. The Contractor shall provide drawings and calculations acceptable to the architect/Engineer of the Record, meeting the provisions of the applicable State Building Code. The Contractor shall bear all costs for production of drawings and associated structural calculations. Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.

2.4.0. ENGINEERED DESIGN CRITERIA:

- 2.4.1. The structure shall be designed using methodology as per ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of ISC, AISI, NEMA and ASTM specification, as applicable. Structural members shall be designed using Allowable Stress Design (ASD) or Load Resistance Factored Design (LRFD) for the design loads given below.

Wind load factors and coefficients used in design of structural members must be in accordance with the applicable ASCE 7 guidelines.

- 2.4.2. Snow Loads: The structure shall be designed based upon a minimum ground snow load of 10 pounds per square foot (psf).
- 2.4.3. Wind Loads: The structure shall be capable of withstanding a basic wind speed (3-second gust) from any direction of 90 miles per hour. The design wind pressure shall be based on an exposure category of "C" and appropriate wind load factors and coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the

wind load used in the design of the main wind force resisting system be less than 10 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction.

2.4.4. Rainfall: The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours.

2.4.5. Design Loads: The design shall be based as a minimum on the following design loads. Each member shall be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code.

D = Dead Load + Collateral Load

S = Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind with internal suction

Wp = Wind with internal pressure

E = Earthquake

2.5.0. OPERATION AND USE:

2.5.1. The main structure frame shall be designed to provide a minimum of 15-year operational use period with appropriate inspection and maintenance.

2.5.2 The structure shall be capable of being assembled, operated and dismantled in all ambient temperatures between -20 °F and 120 °F.

2.5.3. The structure shall be capable of being erected on concrete and of accepting differential settlement of up to one and a half percent between truss positions.

2.6.2. MATERIALS:

2.6.1. The Contractor warrants to Shelby County Government that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and requirements including substitutions not properly approved and authorized, may be considered defective.

2.6.2. Cladding Membrane: The structure shall be clad with a polyolefin fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The polyolefin membrane fabric shall be waterproof and free from defects. All roofs, walls, end walls and connecting sections shall be weather tight. The material shall be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating must be UV stabilized and must carry a minimum 15-year manufacturer's warranty. The minimum fabric specification is as follows:

Total Fabric Weight	12.0 oz/yd ² (407 g/m ²) +/- 5%
Coating Thickness	4 mils average, each side
Finished Thickness	23 mils (ASTM D5199)
Grab Tensile Strength	350 lbs (ASTM D5034)
Strip Tensile Strength	240 lbs/in (ASTM D5035)
Tongue Tear Strength	110 lbs (ASTM D2261)
Trapezoidal Tear	90 lbs (ASTM D-4533)
Mullen Burst	675 psi (ASTM D3786)
Cold Crack Resistance	-60 °C (ASTM D2136)
UV Resistance & Weathering	90% retention after 2000 hrs. ASTM G151
Performance	0.038 (grains/h/ft ² /in Hg) ASTM E96

2.6.3. Metal: The main structure shall consist of welded truss arches with parallel tube chords separated apart by webbing. Parallel tube cords are made from triple coated, in-line galvanized structural steel tubing, cold-formed and induction welded of modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties. **Hot Dipped Galvanized pipe post fabrication will not be accepted.**

2.6.4. Tolerances: all dimensional tubing tolerances are in accordance with ASTM A500, Section 10.

2.6.5. Tubing shall be manufactured using steel conforming to ASTM A568 and ASTM A1011. Finished steel tubing used in the structure must have the following minimum structural and mechanical properties based on standard ASTM A500:

Tension Ultimate: 55 KSI and Yield: 50 KSI

2.6.6. Corrosion Protection: All steel tube components, trusses, purling, fastening tubes shall be coated, on the exterior, with a gloss finishing providing a corrosion resistance of 1800 hours as per ASTM B117-90;

2.6.7. Coatings: Zinc conforms to ASTM B6, Standard Specifications for Zinc, High Grade (1.1.3.) and Special High Grade (1.1.2.).

- a. Exterior: In-line galvanized to a normal coating zinc weight of 0.6 oz/ft². Chromate conversion coating applied over the galvanized surface to provide additional corrosion protection. Clear organic polymer applied as the top surface coat to retard oxidation, enhance surface appearance and provide a primer for subsequent painting or powder coating processes as desired.
- b. Interior: Full zinc based organic coating applied to 100% of the interior surface as a corrosion barrier.

2.7.0. Hardware:

- 2.7.1. Bolts: Bolts subject to extreme stress and wear shall be structural bolts of Grade 5 and plated/ galvanized that has been upgraded with a corrosion resistant topcoat finish. All bolts shall be installed and securely torqued so as to prevent change in tightness. Those subject to removal or adjustment shall not be swaged, peened, staked or otherwise installed.
- 2.7.2. Membrane Tensioning Hardware: The fabric membrane shall be tensioned with load rated hardware which is plate/hot dip galvanized so as to prevent corrosion. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue of threaded assemblies.
- 2.7.3. Membrane Tensioning Webbing: The membrane shall be tensioned with load-tested tie-downs.
- 2.7.4. Cable Assemblies: Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves. The cables are manufactured using performed galvanized cables, sized with appropriate safety factors.

3/16" dia.	=	4,200 lbs.
1/4" dia.	=	7,000 lbs.
5/16" dia.	=	9,800 lbs.
3/8" dia.	=	14,400 lbs.
1/2" dia.	=	22,800 lbs.
- 2.7.5. Other Fasteners: Non-structural fasteners such as wood screws, Tek screws, etc., shall be standard commercial quality.
- 2.7.6. Exterior Trim: The aluminum alloy used in the extrusion shall meet or exceed 6063-T5.
- 2.7.7. Piece marking and Identification: all individual parts or bundles and packages of identical parts are to be clearly marked for identification. Bolts, nuts, washers and fasteners shall be packaged according to type, size and length. Shipping documentation shall include a list showing the description, quantity and piece mark of the various parts, components and elements.
- 2.7.8. Material Delivery: The building system materials shall be delivered to the project site during normal working hours on weekdays. Installation contractor will provide adequate workmen and equipment to promptly unload, inspect and accept material delivery.
- 2.7.9. Handling: At no time shall materials be dropped, thrown or dragged over the transport equipment or the ground. Damage to any piece under its own or superimposed weight shall be cause for repair or replacement by the vendor or contractor.

2.7.10. Short, damaged or excess materials: Installation contractor shall inspect, count and verify quantities based on the shipping documents.

3.0.0. REFERENCES AND STANDARDS:

3.1.0. The following publications are for the standards listed below but referred to within the document by basic letter designation only. They form a part of this specification to the extent referenced thereto:

3.1.1. American Institute of Steel Construction (AISC):

S326-78 Design, Fabrication and Erection of Structural Steel Buildings
S329-85 Structural Joints Using ASTM A325 or A490 Bolts

3.1.2. American Iron and Steel Institute (AISI):

SG 503-76 The Design of Fabrication of Cold-Formed Steel Structures

3.1.3. American Society for Testing and Materials (ASTM):

A 36-89 Structural Steel
A 307-89 Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength
A 325-89 High-Strength Bolts for Structural Steel Joints
A 500 A-90 Standard Specification for Cold Formed Welded And Seamless Carbon Steel Structural Tubing in Rounds and Shapes
A 563 Rev A-89 Carbon and Alloy Steel Nuts
A 687-89 High-Strength Non-Headed Steel Bolts and Studs

3.1.4. American Society of Civil Engineers (ASCE) Minimum Design Loads for Building and Other Structures. Latest edition as required by State Code.

ASCE 7-98 American Society of Civil Engineers
ASCE 7-02 American Society of Civil Engineers
ASCE 7-05 American Society of Civil Engineers

3.1.5. Canadian Standards Association

CAN/CSA-S16.1 Limit States Design of Steel Structures

END OF DOCUMENT

SECTION F

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

TECHNICAL SPECIFICATIONS

**SECTION 05410
PRE-ENGINEERED, PRE-FABRICATED LIGHT
GAUGE STEEL ROOF & FLOOR TRUSSES**

PART 1: GENERAL

1.01 SUMMARY

- A. Section includes pre-engineered, pre-fabricated light gauge cold-formed steel framing elements. Work includes:
- Light gauge cold-formed steel roof trusses.
 - Light gauge cold-formed steel open web floor trusses.
 - Anchorage, bracing and bridging.
- B. Related Work
1. Roofing, fascia and soffit.

1.02 REFERENCES

- A. Reference standards:
1. ASTM:
 - a. ASTM A653/A653M-94 "Sheet Steel, Zinc-Coated (galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process."
 - b. ASTM A780-93a "Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings."
 2. American Welding Society (AWS)
 - a. AWS D1.1 "Structural Welding Code - Steel."
 - b. AWS D1.3 "Structural Welding Code - Sheet Steel."

1.03 PERFORMANCE REQUIREMENTS

- A. AISI "Specifications". Calculate structural characteristics of cold-formed steel truss members according to AISI's "Specification for the Design of Cold-Formed Steel Structural Members, 1986 (1990)."
- B. Structural Performance: Design, engineer, fabricate, and erect cold-formed steel trusses to withstand specified design loads within limits and under conditions required.
- Design Loads: As specified.
- Deflections: Live load deflection meeting the following (unless otherwise specified):
- a. Floor Trusses: Vertical deflection less than or equal to 1/360 of the span
 - b. Roof Trusses: Vertical deflection less than or equal to 1/240 of the span
- Design framing systems to provide for movement of framing members without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change (range) of 120° F (67°C).
- Specifically, the prefabricated light gauge steel roof truss manufacturer (vendor) shall provide the following services:
- a. Design and supply a complete light gauge steel roof system stamped by a registered engineer to include all of the following components:
 - 1.) Light gauge steel trusses for gravity and lateral loads with truss sizes, gauges and connections at truss joints.
 - 2.) Design and stamp truss to truss connections and truss to bearing connections for gravity, lateral and uplift loads.
 - 3.) Design and stamp the top cord, bottom cord and web permanent bracing locations.

- 4.) Design and stamp the roof deck structural support at eave edge, valley, hip and ridge transition planes to support corrugated steel or plywood decking.
 - 5.) Design the roof deck shear transfer framing required to transfer the roof deck shear to the building structure. The Engineer-Of-Record or Architect is responsible to determine the roof diaphragm, to determine the location and magnitude of the roof shear transfer and to determine location within the building structure through which this shear will pass.
 - 6.) Provide stamped calculations and shop drawings for project submittal requirements.
- b. Truss manufacturer is to inspect the roof and/or floor trusses after the installation is complete and issue a written report indicating whether the trusses were installed per Part 3 'Execution'.

1.04 SUBMITTALS

- A. Submit manufacturer's product data and installation instructions for each type of cold-formed steel framing and accessory required.
- B. Submit shop drawings showing member, type, location, spacing, size and gauge of member, method of attachment to supporting members and all necessary details. Indicate supplemental bracing, strapping, splices, bridging, accessories and details required for proper installation
- C. Submit detailed floor truss and roof truss layouts.
- D. Submit truss drawings, sealed and signed by a qualified registered Professional Engineer, verifying the truss ability to meet local code and design requirements. Specifically include the engineering and design for all of the following:
 1. Description of design criteria.
 2. Engineering analysis depicting member stresses and truss deflection
 3. Truss member sizes, gauges and connections at truss joints; truss to truss attachment details.
 4. Truss reaction at all bearing locations; truss to bearing attachment details.
 5. Top chord, bottom chord and web permanent bracing requirements; construction and temporary bracing per the Light Gauge Steel Engineers Association (LGSEA) 'Field Installation Guidelines' dated October 1999.
 6. Eave edge, valley, hip and ridge structural support for roof corrugated or plywood decking.
 7. Roof deck shear transfer framing required transferring the roof deck shear to the building structure.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Fabrication shall be performed by a cold-formed steel truss fabricator with experience in designing and fabricating cold-formed steel truss systems equal in material, design, and extent to the systems required for this Project.
 1. Cold-formed steel truss system installation shall be performed by an experienced installer approved by the steel truss system fabricator.
- B. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code-Steel." And AWS D1.3 "Structural Welding Code-Sheet Steel."
 1. Quality welding processes and welding operators in accordance with AWS "Standard Qualification Procedure."
 2. Welding of any nature to these trusses is specifically prohibited unless permission is received from the manufacturer.

1.06 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's unopened containers or bundles, fully identified by name brand, type and grade. Exercise care to avoid damage during unloading, storing and erection.
- B. Store trusses on blocking pallets, platforms or other supports off the ground and in an upright position sufficiently braced to avoid damage from excessive bending.
- C. Protect trusses and accessories from corrosion, deformation, damage and deterioration when stored at job site. Keep trusses free of dirt and other foreign matter.

1.07 PROJECT CONDITIONS

- A. During construction, adequately distribute all loads applied to trusses so as not to exceed the carrying capacity of any one joist, truss or other component

PART 2: PRODUCTS

2.01 2.01 MANUFACTURERS

- A. Acceptable truss manufacturers for light gauge metal trusses:
 - 1. **MiTek Industries, Inc. "Ultra-Span"** truss system. Fabrication and installation by:

Superior Truss & Panel, Inc.
2204 West 159th Street
Markham, Illinois 60426
Ph. 708-339-1200 Fx. 708-339-1248
Contact: Mike Goncher or Bryce Welty

- 2. Request for substitutions will be considered in accordance with provisions of Section 01600. The Architect or Engineer of Record must approve all permitted equals in writing. All applications for substitutions must include samples and technical data.

2.02 COMPONENTS

- A. System components: MiTek Industries, Inc. ULTRA-SPAN® light gauge steel roof trusses and floor truss components.
- B. Provide manufacturer's standard steel truss members, bracing, bridging, blocking, reinforcements, fasteners and accessories with each type of steel framing required, as recommended by the manufacturer for the applications indicated and as needed to provide a complete light gauge cold-formed steel truss package.

2.03 MATERIALS

- A. Materials:
 - 1. All component gauges: Fabricate components of structural quality steel sheet per ASTM A653/A653M-95 with a minimum yield strength of 45,000 psi.
 - 2. Bracing, bridging and blocking members: Fabricate components of commercial quality steel sheet per ASTM A653/A653M-95 with a minimum yield strength of 33,000 psi.
- B. Ultra-Span steel truss components: Provide sizes, shapes and gauges indicated.
 - 1. Design Uncoated-Steel Thickness: 20 gauge, 0.0350 inch (0.91 mm).
 - 2. Design Uncoated-Steel Thickness: 18 gauge, 0.0460 inch (1.20 mm).
 - 3. Design Uncoated-Steel Thickness: 16 gauge, 0.0570 inch (1.52 mm).
 - 4. Design Uncoated-Steel Thickness: 14 gauge, 0.0730 inch (1.90 mm).
- C. Finish: Provide components with protective zinc coating complying with ASTM A653/A653M-95, minimum G60 coating.
- D. Fastenings:
 - 1. Manufacturer recommended self-drilling, self-tapping screws with corrosion-

resistant plated finish. Fasteners shall be of sufficient size and number to ensure the strength of the connection.

2. Welding of any nature to these trusses is specifically prohibited unless permission is received from the truss manufacturer.
3. Other fasteners as accepted by truss engineer.

2.04 FABRICATION

- A. Factory fabricate cold-formed steel trusses plumb, square, true to line and with connections securely fastened, according to manufacturer's recommendations and the requirements of this Section.
Fabricate truss assemblies in jig templates.
Cut truss members by sawing or shearing or plasma cutting.
Fasten cold-formed steel truss members by screw fastening, or other methods as standard with fabricator. Wire tying or welding of framing members is not permitted.
 - a. Locate mechanical fasteners and install according to cold-formed steel truss component manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
- B. Care shall be taken during handling, delivery and erection. Use of a crane or lull with a spreader bar is recommended for trusses longer than 30 foot. Brace, block or reinforce truss as necessary to minimize member and connection stresses.
- C. Fabrication Tolerances: Fabricate trusses to a maximum allowable tolerance variation from plumb, level, and true to line of 1/8 inch in 10 feet (1:960) as follows:
 1. Spacing: Space individual trusses no more than plus or minus 1/8 inch (3mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
 2. Sequences: Fabricate each cold formed steel truss to a maximum out-of-square tolerance of 1/8 inch (3mm).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine structure, substrates and installation conditions. Do not proceed with cold-formed steel truss installations until unsatisfactory conditions have been corrected. Verify that the bearing elevations are correct before trusses are installed.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance.

3.02 INSTALLATION, GENERAL

- A. General:
 1. Erection of trusses, including proper handling, safety precautions, temporary bracing and other safeguards or procedures are the responsibility of the General Contractor and the Installation Subcontractor. The use of a crane or lull with a spreader bar is recommended for trusses over 30 foot.
 2. Exercise care and provide erection bracing required to prevent toppling or dominoing of trusses during erection as identified in the Light Gauge Steel Engineers Association (LGSEA) publication "Field Installation Guide For Cold-Formed Steel Roof Trusses" October, 1999.
- B. Erect trusses with plane of truss webs vertical and parallel to each other, accurately located at design spacing indicated.
- C. Provide proper lifting equipment suited to sizes and types of trusses required, applied at lift points recommended by truss fabricator and use spreader bars for larger span

trusses. Exercise care to avoid damage to truss members during erection and to keep horizontal bending of the trusses to a minimum.

- D. Provide framing anchors as indicated or accepted on the engineering design drawing or erection drawings. Anchor trusses securely at bearing points and the anchor must be attached to the correct side of the truss as shown in the truss drawings and attachment details.
- E. Install roof framing and accessories plumb, square, true to line, and with connections securely fastened, according to manufacturer's recommendations.
 - 1. DO NOT cut truss members without prior approval of truss manufacturer.
 - 2. Fasten cold-formed steel roof framing by mechanical fasteners only per truss manufacturer's recommendation. Wire tying or welding of roof framing is not permitted.
 - a. Welding of any nature to these trusses is strictly prohibited unless specific permission is received from the truss manufacturer.
 - b. Locate mechanical fasteners and install according to cold-formed roof framing manufacturer's instructions with screw penetrating joined members by not less than 3 exposed screw threads.
 - c. Install roof framing in one-piece lengths, unless splice connections are indicated.
 - d. Provide temporary bracing per Light Gauge Steel Engineers Association (LGSEA) publication "Field Installation Guide For Cold-Formed Steel Roof Trusses" and leave in place until trusses are permanently stabilized.
- F. Erection Tolerances: Install trusses to a maximum allowable tolerance variation from plumb, level, and true to line of 1/4 inch in 10 feet (1:480) and as follows:
 - a. Space individual trusses no more than plus or minus 1/4 inch from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

3.03 OPEN-WEB FLOOR TRUSS INSTALLATION

- A. Install perimeter joist tracks or belly band sized to match trusses. Align and securely anchor or fasten track to supporting structure at corners, end, and spacing indicated or as recommended by the manufacturer.
- B. Install trusses bearing on supporting framing, level, straight, and plumb, adjust to final position, brace, and reinforce.
 - 1. Install trusses over supporting framing with a minimum end bearing of 1-1/2 inches (38mm)
- C. Space trusses not more than 2 inches (51mm) from abutting walls and not greater than 24 inches on center or less as indicated on the plans.
- D. Frame openings with built-up joist headers consisting of joist and joist track, nesting joists, or another combination of connected joists where indicated.
- E. Install bridging at each end of trusses and at intervals indicated. Fasten bridging at each truss intersection as follows:
 - 1. Bridging: Cold-rolled steel channel or cold-formed steel section, fastened to truss bottom chord.
 - 2. Bridging: Flat, steel-sheet straps of width and thickness indicated, fastened to truss bottom chord flange.
 - 3. Bridging: Cold-formed steel section strongback (6" minimum), fastened to truss web or other means.
- F. Secure trusses to load-bearing interior walls to prevent lateral movement of bottom flange.
- G. Install miscellaneous truss framing and connections, including closure pieces,

clip angles, continuous angles, hold-down angles, anchors, and fasteners, to provide a complete and stable truss-framing assembly.

3.04 ROOF TRUSS INSTALLATION

- A. Install, bridge, and brace trusses according to manufacture's recommendations and requirements of this Section.
- B. Space trusses as shown on the plans.
- C. Do not alter, cut, or remove truss members or connections of trusses.
- D. Erect trusses with plane of truss webs plumb and parallel to each other, align, and accurately position at spacing indicated.
- E. Erect trusses without damaging truss members or connections.
- F. Align truss bottom chords with load-bearing studs or continuously reinforce track to transfer loads to structure. Anchor trusses securely at all bearing points.
- G. Install construction continuous bridging, bracing, cross bracing and diagonal bracing per Light Gauge Steel Engineers Association (LGSEA) publication "Field Installation Guide For Cold-Formed Steel Roof Trusses" October 1999.
- H. Attach trusses to trusses per truss manufacturer's recommendation.
- I. Attach trusses to bearing per truss manufacturer's recommendation.
- J. Attach permanent truss lateral and diagonal bracing per manufacturer's recommendation.
- K. Attach roof deck or sheathing structural support per truss manufacturer's recommendation.
- L. Attach roof deck shear transfer framing per truss manufacturer's recommendation.

3.05 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel framing with galvanizing repair paint according to ASTM A 780 and the manufacturer's instructions.

3.06 3.06 ISSUE FINAL INSPECTION REPORT

- A. Truss manufacturer is to inspect the roof and/or floor trusses after the installation is complete and issue a written report indicating whether the trusses were installed per Part 3 'Execution'.

SECTION G

**SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT**

**GENERAL REQUIREMENTS
AND
CONDITIONS**

SHELBY COUNTY GOVERNMENT
ENGINEERING DEPARTMENT
GENERAL REQUIREMENTS AND CONDITIONS

SECTION 1. DEFINITION OF TERMS

Whenever in the Specifications and Contract the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

1.01 County:

Shall be interpreted to mean THE COUNTY OF SHELBY, TENNESSEE, or its authorized representative.

1.02 Director

Shall be interpreted to mean THE SHELBY COUNTY DIRECTOR OF PUBLIC WORKS.

1.03 Engineer

Shall be interpreted to mean The SHELBY COUNTY ENGINEER, and/or the Project Manager delegated by the County Engineer to act as the County's authorized representative.

1.04 Project Manager:

The representative of the SHELBY COUNTY ENGINEER who has been delegated to act with the authority of the Engineer.

1.05 Bidder:

Any individual, firm, joint venture, or corporation submitting a proposal for work contemplated, acting directly or through a duly authorized representative.

1.06 Contractor:

The successful bidder to whom the contract is awarded.

1.07 Sub-contractor:

Any individual, firm, partnership, or corporation to whom the Contractor, with the written consent of the County, sublets, assigns, or otherwise disposes of any part of the work governed by the contract.

1.08 Surety:

Any corporation, individual or individuals, who engage to be responsible for the bidder's action in the execution of the contract upon the award of such; or who are bound with and for the Contractor to insure acceptable performance of the contract, payment of all obligations pertaining to the work, and fulfillment of such other conditions as may be specified or otherwise required by law.

1.09 Notice of Letting:

The official notice, sent to all prospective bidders, inviting proposals for all proposed improvements included in any one letting.

1.10 Notice to Bidder:

The official notice, included with the proposal form, inviting bids for the proposed improvement.

1.11 Plans:

All official drawings or reproductions of drawings detailing the work to be performed by the Contractor.

1.12 Proposal:

The written offer of the Bidder to perform the proposed work.

1.13 Specifications:

The collection of general directions, provisions, requirements and any supplements duly authorized and distributed by the County. This shall include written agreements, bonding requirements, quantities of materials to be furnished, and other documents detailing the methods or manner to be used to perform the work in a satisfactory manner.

1.14 Special Provisions:

Any and all directions, details, and requirements prepared to govern the method or manner of performing work of a specific nature which may not be adequately covered by the specifications. The special provisions shall govern the work and shall take precedence over the specifications and plans wherever they conflict therewith, but they shall not operate to annul those portions of the specifications with which they are not in conflict.

1.15 Proposal Guarantee:

Security required as assurance that the bidder, if determined to be the lowest, responsive and responsible bidder, will post the required bond and enter into a contract with the County for the acceptable performance of the work.

1.16 Award:

The acceptance of the lowest, responsive and responsible bidder subject to the execution and approval of a satisfactory contract, bonding to secure the performance thereof, submittal of the required certifications of insurance, and adherence to any and all other conditions as may be specified or otherwise required by law.

1.17 Contract:

The written agreement covering the performance of the work and the furnishing of labor and materials for the construction of the work. The contract includes the proposal, contract bond, plans, specifications, general requirements and conditions, special provisions, and all other material bound herewith, and any and all supplemental agreements.

1.18 Supplemental Agreement:

The written agreement executed by the County and the Contractor, with the assent of the surety, governing modifications or alterations of the terms of the original contract.

1.19 The Work:

The total construction process necessary to satisfactorily complete the contract including any and all authorized alterations, extensions, and deductions. Also included are all labor, tools, equipment, materials and incidentals necessary for the satisfactory completion of the contracted improvement.

1.20 Word Usage and Gender:

Except where the context clearly indicates to the contrary, words in the present tense include the future, words in the singular include the plural and words in the plural include the singular.

The masculine gender shall include the feminine, the feminine gender shall include the masculine, and the neuter gender shall include both masculine and feminine.

The word "shall" refers to mandatory requirements.

The words "Authorization" and "Authorized" shall mean authorization in writing by the appropriate authority.

1.21 Latent Defect:

A defect that existed at the time of County acceptance but could not be discovered by a reasonable inspection.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 Contents of Proposal Form:

The County shall furnish a set of contract documents to each potential Bidder upon receipt of a non-refundable deposit as set forth in the official notice to bidders. All documents bound with or attached to the contract shall be included as part of the Bidder's proposal form and shall not be detached or altered. Any subsequently issued addenda shall be attached to the set of contract documents and shall become part of the contract bid documents.

2.02 Interpretation of Estimate of Quantities:

A table of estimated quantities of materials to be furnished by the Contractor shall be included as part of the contract documents. The estimated quantities are given only as a basis for comparison of the proposals and the award of the contract. The County does not expressly or by implication agree that the actual quantities shall correspond to the estimated quantities. The Bidder shall not plead misunderstanding or deception because of errors or discrepancies in said estimates of quantities, or in the character, locations, or other conditions pertaining to the work.

Final payment shall be based upon actual quantities used to complete the work at the contract unit prices as bid, but in no case shall payment be made for quantities over and above those specified by the plans, specifications, or special provisions unless otherwise directed by the Engineer. In the event of disputes over actual quantities to be paid, the Engineer's decision shall be final. The County reserves the right to omit bid items entirely or to increase or decrease any or all bid items. No allowance shall be made for any change in anticipated profits due to an increase, decrease, or deletion in the original estimated quantities.

2.03 Examination of Plans, Specifications, Special Provisions, and Site of Work:

Each Bidder shall, before submitting a bid, carefully examine the proposal, plans, specifications, special provisions, and contract and bonding forms. The Bidder shall inspect, in detail, the site of the proposed work and shall become familiar with any local conditions or detailed requirements of construction that may affect the progress of the work. The Bidder shall be responsible for proposal errors resulting from failure or neglect to comply with these instructions. The County shall not be responsible for any circumstances, events, or interpretations that cause or may cause a change in anticipated profits resulting from such failure or neglect.

2.04 Preparation of the Proposal:

Each Bidder's proposal shall be submitted on the form furnished by the County. The proposal shall be executed properly and bids shall be made for all items indicated on the proposal form. Except where requested or allowed by the special provisions, alternate bids will not be required, nor will alternate bids be used in the bid evaluation process. The Bidder shall indicate, in figures, a lump sum for the entire work or a unit price for each of the separate items stipulated in the proposal. For unit price contracts, the Bidder shall calculate the products of the respective quantities and unit prices in the column provided for that purpose. The gross sum of the proposal shall be the summation of the said products and shall be entered on the proposal form in the space provided. All bids shall be conditional upon furnishing of a bid bond executed by a corporate surety company satisfactory to the County. All writing shall be printed in ink or by typewriter except the signature of the Bidder, which shall be written with the printed name

beneath. Unit prices shall govern and any errors found in the product of a unit price and quantity shall be corrected and the correction reflected in the gross sum.

2.05 Proposal Guaranty:

Each proposal shall be accompanied by a bank draft, a cashier's check, a properly certified check, a letter of credit by a national bank or certificate of deposit therein, duly assigned, or an approved bid bond for not less than the percentage designated in the Notice to Bidders of the amount of the bid made payable to the County. In no case shall a bank cashier's check, bank draft, certified check, or other indemnity, as set out above, for less than \$300 be accepted.

2.06 Delivery of Proposals:

Proposals shall be delivered prior to the time of opening, to the place indicated in the Notice to Bidders. Each proposal shall be placed in a sealed envelope, plainly marked to indicate its contents including the sealed bid number and project name. Only sealed proposals shall be accepted.

Proposals sent by mail or special courier service shall not be opened, unless received at the place of letting prior to the time of opening proposals. Envelopes postmarked prior to the time of opening proposals but not received at the place of letting prior to the time of opening proposals shall not be accepted.

2.07 Withdrawal of Proposals:

Permission shall be given a Bidder to withdraw a proposal if a request is made in writing and received by the County before the time for opening proposals. If a proposal is withdrawn, the Bidder shall not be permitted to submit a proposal for the same work section at the same letting.

2.08 Public Opening of Proposals:

Proposals shall be opened and read publicly at the time and place specified in the Notice to Bidders. Bidders, their authorized agents, and other interested parties are invited to be present.

2.09 Rejection of Proposals:

Proposals not accompanied by an approved form of proposal guaranty or which contain omissions, erasures, alterations, additions or alternates not specified by the original contract documents or other irregularities, may be rejected by the County as informal or insufficient.

2.10 Disqualification of Bidders:

All bidders are hereby advised that no award of contract will be made to any firm or individual that is currently debarred by the STATE OF TENNESSEE or the FEDERAL HIGHWAY ADMINISTRATION.

Any one or more of the following reasons may be considered sufficient for rejection of bids and disqualification of a Bidder:

- (a) More than one proposal for the same work from an individual, firm, partnership, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders. Participants in such collusion shall receive no recognition as Bidders for any future lettings by the County.
- (c) Unbalanced proposals in which the prices for items are not in proportion to prices for other items.
- (d) Failure to submit a unit price for each item of work listed in the proposal.
- (e) Unsatisfactory performance record as shown by past work for the County, judged from the standpoint of workmanship and progress.

- (f) Contractor's uncompleted workload, which, in the judgment of the County, might hinder or prevent the prompt completion of work covered by these contract documents.
- (g) Lack of competency as revealed by financial statement or experience questionnaire, which may be required.

2.11 Competency of Bidders:

The bidder, if a corporation, shall show the name of the state in which the corporation is chartered.

Each Bidder, upon request, shall furnish the County with satisfactory evidence of competency to perform the work contemplated. The Bidder, upon request, shall submit to the County a financial statement prepared by a public accountant attesting to the overall financial state of the Bidder.

Before an award is made, the Bidder shall, at the request of the County, be required to file a statement of inventory of all equipment available to perform the work contemplated. This statement shall include an assessment of the condition and operational status of each piece of equipment. This statement shall also include an outline stipulating how the work will be conducted.

Before an award is made, the Bidder shall, at the request of the County, be required to furnish a statement showing the value of all uncompleted contract work for which the Bidder is committed. For complex projects, the County reserves the right to require a construction schedule showing major tasks to be completed and duration of the various activities.

SECTION 3. AWARD AND EXECUTION OF CONTRACTS

3.01 Consideration of Proposals:

The unit price proposals received shall be compared on the basis of the summation of the products of the items of work listed and the unit prices offered. In case of a discrepancy between the gross sum shown in the proposal and that obtained by the summation of the products of the quantities of work and the unit prices, the unit prices shall govern, and any errors found in said products shall be corrected by the County. This corrected gross sum shall be the amount used to evaluate the proposal.

The County reserves the absolute right to reject any or all proposals, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the County, the best interest of the County will be promoted thereby.

3.02 Award of Contract:

Except in cases where the County exercises the right reserved to reject any or all proposals, the contract will be awarded by the County, as soon as practicable after the opening of the bids, to the Bidder who has submitted the lowest, responsive and responsible bid.

If a contract is not awarded within 120 days of the opening of proposals, a Bidder may withdraw bids upon written notification to the County.

3.03 Return of Proposal Guaranty:

The proposal guarantees of all except the two lowest responsible Bidders shall be returned promptly after the proposals have been checked, tabulated, and the relation of the proposals established. Proposal guarantees of the two lowest responsible Bidders will be returned as soon as the contract and bond of the successful Bidder have been properly executed and approved.

3.04 Requirement of Contract Bond:

The successful Bidder, at the time of the execution of the Contract, shall deposit with the County a surety bond for the full amount of the contract. The form of bond and the surety shall be acceptable to the County.

3.05 Execution of Contract:

The Contract, executed by the Bidder, and the bond, executed by the principal and the sureties, shall be presented to the County within 14 days after the date of written notification of the award of the Contract.

3.06 Failure to Execute Contract:

Failure on the part of the successful Bidder to execute a contract and an acceptable bond, as provided herein, within 14 days from the date of notice of the award of the Contract, shall be considered as just cause for annulment of the award and forfeiture of the proposal guaranty to the County. This forfeiture of proposal guaranty shall not be considered a penalty, but, rather, as payment of liquidated damages sustained as a result of such failure.

3.07 Government Funding Clause:

This Contract is subject to annual appropriations of funds by the County. In the event the County does not appropriate funds for any fiscal period, this Contract may be terminated. In the event of such termination, Contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date. Any retainage being held or payments due the Contractor will be paid to the Contractor within sixty (60) days of termination.

SECTION 4. SCOPE OF THE WORK

4.01 Intent of the Plans and Specifications:

The intent of the plans and specifications is to define the complete works contemplated by the County, which are to be undertaken by the Contractor in full compliance with the contract.

The Contractor shall perform all specified construction and such additional, extra, and incidental construction as may be necessary to complete the work to the finished lines, grades, cross-section and descriptions in a substantial and acceptable manner. The Contractor shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the bid.

Unless otherwise specified in the plans, specifications or special provisions, all applicable site, road and bridgework shall be performed in accordance with the latest edition of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof.

4.02 Special Work:

Should any construction or requirements not covered by the specifications be anticipated on any proposed work, special provisions for the same shall be prepared and included in the proposal form. These special provisions shall be considered as part of specifications, the same as though fully contained therein.

4.03 Alterations, Cancellations, Extensions and Deductions:

The County reserves the right to alter the plans, increase or decrease the improvement, add such incidental work as may be necessary, and increase or decrease the quantities of work to be performed in accordance with such changes, including, in the case of Unit Price contracts, the deduction or cancellation of any one or more of the unit price items. Such changes shall not be considered as a waiver of any conditions of the contract nor to invalidate any of the provisions thereof. If an increase in cost and/or time is necessary, it will be agreed upon prior to beginning any work on the change except when the project will be unduly delayed. In such case, the work will be started on a force account until final agreement is reached and confirmed in writing.

In Lump Sum contracts, a negotiated supplemental agreement between the Contractor and the County shall be required for any change increasing or decreasing contract price and/or time. The negotiations will be

based on a proposal submitted by the Contractor to the Engineer detailing the elements that require contract modification in cost and/or time.

In Unit Price contracts, a written supplemental agreement between the Contractor and the County shall be required for each individual change which involves a net increase or a net decrease in the amount of the contract of more than 25 per cent of the original total contract price. A series of separate changes amounting to more than 25 percent of the original total contract price over the duration of the contract are not subject to this requirement.

Should such changes in the plans result in an increase or decrease in the quantities of the work to be performed, the Contractor shall accept payment as follows:

- (1) All work that appears in the contract as specific items accompanied by unit prices shall, except as provided in Paragraph (2) below, be paid for at the contract unit prices. No allowance shall be made for delays or decreases of anticipated profits.
- (2) All such work not appearing in the contract under specific unit prices shall be designated as extra work and paid for as specified in Section 9, Measurement and Payment. This shall include work, which involves a substantial change in the location or in the nature of the design or in the type of construction which materially increases or decreases the cost of the work and which is not included in the prices bid for other items in the contract.
- (3) In cases where the total value of the work involved in the changes requires a supplementary agreement and the nature and scope of such work is such to require working methods or equipment at variance with and more costly than those required for the original quantities as shown on the plans and stated in the proposal, the Contractor may ask for an adjustment in unit prices which may be made by a negotiated agreement between the Contractor and the Engineer. No adjustment of prices shall be approved by the County without submittal of a cost/time proposal from the Contractor satisfactory to the Engineer.

If directed by the Engineer, the Contractor's cost proposal will be broken down into direct and indirect labor, overhead and profit, material costs, and equipment rental or ownership costs and other such factors as may be necessary to properly evaluate any cost proposal.

Once a supplemental agreement is agreed upon, it will be confirmed in writing and forwarded with a "Notice to Proceed" for the changed work. If an adjusted price cannot be thus agreed upon, the work may, by agreement between the Contractor and the Engineer, be done as extra work on a force account basis as provided in Section 9.07 (3), Payment for Extra Work.

Claims for extra work that have not been authorized in writing by the County shall be rejected.

4.04 Maintenance of Detours:

If and when detours are authorized, the Contractor shall, at the direction of the Engineer, set up, mark, and maintain suitable detour signs. The responsibility for maintenance of detours, including all traffic control devices, shall specifically be the responsibility of the Contractor, at no additional compensation, except as otherwise provided for in the special provisions or as noted on the plans. All road signs, pavement markings or other traffic control devices shall be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices.

4.05 Removal and Disposal of Structures and Obstructions:

Existing structures, such as manholes, sewer pipes, culverts, fences and buildings, which are not to remain in place, shall be removed by the Contractor in accordance with the special provisions. Salvageable material shall be transported or stored as directed by the Engineer.

4.06 Final Cleanup and General Surface Restoration:

Before final acceptance of the work to be done under this contract, the Contractor shall restore the job site to its original or better condition and shall repair or replace all private and public property damaged,

moved or otherwise displaced in the construction of the improvement. No additional compensation shall be allowed for this work.

4.07 Closing of Traveled Ways:

No public or private thoroughfare including, but not limited to, entrances, exits, pedestrian walkways, or other established routes of transportation shall be closed, diverted, or otherwise restricted without prior written authorization of the Engineer.

If and when authorized by the Engineer, the closing of roads, driveways, sidewalks and parking areas required for the construction of the improvement including the placement and maintenance of any barricades or traffic control devices shall be the sole responsibility of the Contractor as noted in Paragraph 4.04 Maintenance of Detours, above, and in Paragraph 7, Barricades and Warning Signs, at no additional compensation.

When authorized by the Engineer, the Contractor shall, within no less than seven (7) days prior to the closure of the road, notify the following individuals or agencies completely describing the affected roads and the approximate duration of the construction. These parties include, but are not limited to:

- 1). County Sheriffs Department
- 2). County Fire Department
- 3). Ambulance service(s)
- 4). County School Superintendent
- 5). United States Postal Service
- 6). County Road Department
- 7). Civil Defense/Emergency Management Agency
- 8). Shelby County Public Affairs Office

4.08 Schedule of Prices-Lump Sum Contracts:

The Contractor shall submit a Schedule of Prices to the Engineer prior to the first request for payment. The Schedule of Prices shall breakdown the contract to major line item elements for the purposes of estimating progress payments. Each line item will show, with as much accuracy and balance as possible, the quantity, unit, and unit price. The Schedule of Prices will not be used as a firm basis in estimating future additive and deductive supplemental agreements.

SECTION 5. CONTROL OF WORK

5.01 Contractor to Supervise the Work:

The Contractor shall have control and be in charge of the work under this contract. The Contractor shall have and retain full and complete responsibility for construction means, methods, techniques, sequences or procedures; and for all safety precautions and programs for all employees, agents, servants or representatives, including all sub-contractors and for the public in general. The Contractor specifically agrees to assume these responsibilities. The Engineer shall not be responsible for any of the above procedures.

5.02 Authority of the Engineer:

The Engineer shall be the interpreter of the requirements of the contract and associated documents and shall be the sole judge of the performance and acceptability of the Contractor's work. The Engineer shall have the right to reject defective work so that the completed project will conform to the requirements of the contract. The Engineer shall also be the final authority in deciding any and all disputes involving quality and acceptability of materials furnished, interpretation of the plans, specifications and special provisions, acceptable fulfillment of the contract, compensation, disputes and mutual rights of the Contractors under the contract.

In case of failure on the part of the Contractor to execute work ordered by the Engineer, the Engineer may, at the expiration of a period of 48 hours after delivering notice in writing to the Contractor, proceed

to execute such work as may be deemed necessary, and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

5.03 Contractor's Representative:

The Contractor shall designate a management representative to be on the job site whenever construction work is being performed. This representative shall have the authority to make any and all decisions pertaining to the completion of all contracted responsibilities and shall be responsible for the supervision of all Contractor's and sub-contractor's work crews.

The Contractor's management representative shall also have the authority to deviate from normal procedures as needed, satisfy complaints in a timely manner, and respond to any unforeseen circumstances which would require direct management decisions. If a situation arises that would require decisions that the Contractor's management representative cannot make, then all work shall cease until the Contractor designates a new management representative capable of making the decisions necessary to satisfactorily complete the work. This new management representative will then assume all duties and responsibilities of the previous representative.

5.04 Plans and Shop Drawings:

Five (5) copies of the plans and two (2) copies of the specifications and special provisions will be furnished to the Contractor by the County.

The Contractor shall submit to the Engineer, for approval, four (4) copies of each shop, working, or layout drawing pertaining to the construction of the work as required in the contract documents. All such documents shall be stamped and signed by a Licensed Professional Engineer registered by the State of Tennessee. Any work done or materials ordered prior to the approval of such plans or drawings shall be at the Contractor's risk.

The Engineer will approve or reject said shop drawings or similar documents and return two (2) annotated copies to the contractor. Engineer's approval of the shop drawings or similar documents shall in no way relieve the Contractor from responsibility for errors, omissions, or other irregularities in said shop drawings or documents. It shall specifically be the responsibility of the Contractor to verify all dimensions, coordinate with job site conditions, review and approve all information which relates to the process of fabrication or techniques of construction, and be responsible for the coordination of the work of all trades.

The cost of furnishing such drawings shall be incidental to the contract and no additional compensation shall be allowed the Contractor for any delays resulting therefrom.

5.05 Conformity With Plans:

The finished work shall conform to the plans, with the exception of such deviations as may be authorized by the Engineer.

5.06 Coordination of Specifications, Plans, Proposal and Special Provisions:

The specifications, the accompanying plans, the proposal, the special provisions, the general requirements and conditions, easement agreements, permit requirements and all supplementary documents are intended to describe a complete work and are essential parts of the contract.

A requirement occurring in any of them shall be binding. In case of discrepancy, dimensions shown in figures shall govern over scaled dimensions, specifications shall govern over plans, special provisions shall govern over both specifications and plans, and quantities shown on the plans shall govern over those shown in the proposal. Conditions of easement agreements and permit requirements shall govern over all other documents providing their requirements exceed the requirements of said other documents. The Contractor shall take no advantage of any apparent error or omission in the plans or specifications, and the Engineer shall be permitted and shall have the final authority to make such corrections and interpretations as deemed necessary for the fulfillment of the intent of the plans and specifications.

5.07 Cooperation by Contractor:

The Contractor shall notify the Engineer, in writing, a minimum of two working days in advance, of intention to begin work on the proposed improvement.

The Contractor will be furnished five (5) copies of the plans, and two (2) copies of the specifications and special provisions at no cost to the contractor. The Contractor shall keep one legible copy (field copy) of each available on the work site at all times during its prosecution. The Contractor shall make available to the Engineer or his representative the field copy of the plans and/or specifications for review. The Contractor shall be responsible for supplying sub-contractors, materials suppliers and others with copies of plans and specifications as needed.

The Contractor shall give attention to the work sufficient to produce optimum progress thereof and shall fully cooperate with representatives of the County. There shall be on the work site at all times a competent English speaking representative authorized to receive orders and act for the Contractor, as designated in Section 5.03, Contractor's Representative, above.

5.08 Cooperation with Utilities:

The Contractor shall notify all utility companies, public and private, in advance of commencing work. The responsibility for moving water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable ways, signals and all other utility appurtenances which are located within the limits of the proposed construction shall be assumed by the Contractor at no additional compensation, except as otherwise provided for in the special provisions or as noted on the plans.

It is understood and agreed that the Contractor has considered all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation shall be allowed for any delays, inconvenience, or damage sustained due to any interference from the said utility appurtenances or the operation of moving them either by the utility companies or by said Contractor, or on account of any special construction methods required in prosecuting the work due to the existence of said appurtenances either in their present or relocated positions. The Contractor shall be liable for any and all damage done to utilities by his forces.

Where water lines and sewer lines conflict, water lines shall be placed over sewer lines unless otherwise directed by the Engineer and shall conform to requirements of the State of Tennessee, Department of Public Health, Division of Sanitary Engineering and the Shelby County Health Department.

5.09 Encroachment on Rights-of-Way and Easements:

Except where otherwise specified in the plans, specifications or special provisions, the Contractor shall be responsible for following any special instructions or requirements to work within the rights-of-way or easements of any public or private utilities, railroad companies, gas transmission companies, or any other public or privately owned entities where work may occur. The Contractor shall also be responsible for fully complying with the established procedures of the above applicable entities including, but not limited to, obtaining permits, notification of when work is to be performed, providing any required insurance coverage, providing any required special construction procedures, and payment of any fees required by the above mentioned entities. No additional compensation shall be allowed for the expense involved in following the above instructions and any and all costs shall be included with the contract unit prices. The Contractor shall not be responsible for obtaining rights-of-way or easements for the County in order to perform the work described in the contract documents.

5.10 Construction Permits:

All construction permits such as grading, road cuts and other necessary and related permits, shall be obtained by the Contractor from the County Engineering Department prior to commencing the pertinent phase of the work.

5.11 Authority and Duties of Project Manager:

The Project Manager has been delegated authority by the County Engineer to act as the "Engineer" (see Section 5.02). This authority has been limited only as to final resolution of disputes. The Project Manager has full authority to permit changes in cost and time. Any cost or time increase authorized by anyone other than the Project Manager or the County Engineer will be disallowed. Any such increase will be authorized in writing except in unusual cases in which undue delay or cost may be occasioned in which a verbal "Notice to Proceed" will be issued followed as soon as possible by written confirmation.

5.12 Authority and Duties of Inspector:

Inspectors employed or contracted by the County shall be authorized to inspect work and materials, and to perform such other duties as may be designated by the Engineer. The inspector shall have the authority to accept or reject any and all work to insure proper compliance to the plans and specifications except matters involving changes in cost or time will be referred to the Project Manager.

5.13 Removal of Defective and Unauthorized Work:

All work that has been rejected or condemned shall be remedied or removed and replaced in a manner approved by the Engineer, at the Contractor's expense. Upon failure on the part of the Contractor to comply promptly with any order of the Engineer made under the provisions of this article, the Engineer will, after giving notice to the Contractor, have the authority to cause defective work to be remedied, or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any compensation due, or to become due, the Contractor.

Work done without lines and grades being given, or beyond the lines shown on the plans, or any extra work done without authority, shall be considered as unauthorized and at the expense of the Contractor, and shall not be measured or paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

5.14 Orderly Work Site Conditions:

The Contractor shall, at all times, keep the work site free from waste material and rubbish, which may accumulate during the construction process. All stored materials and equipment shall be placed so as to cause a minimum of inconvenience to other contractors and/or the public.

5.15 Final Inspection:

The Engineer, or his representative(s), shall make final inspection of all work included in the contract, or any portion thereof, as soon as practicable after notification by the Contractor that the work is complete and ready for acceptance. If the work is not acceptable to the Engineer at the time of such inspection, the Contractor shall be informed in writing as to the particular defects to be remedied before final acceptance can be made.

SECTION 6. CONTROL OF MATERIALS AND EQUIPMENT

6.01 Quality of Materials:

It is the specific intent of this contract to insure that only materials and/or equipment which conform to the requirements of the plans, specifications, and special provisions be used in all aspects of the construction process. All work shall be performed in such a manner as to produce a completed project that is workmanlike and acceptable in every detail. Copies of all tests shall be furnished to the Engineer.

6.02 Defective Materials or Equipment:

All materials or equipment not conforming to the plans, specifications, and special provisions shall be considered defective and shall be removed from the work and, if in place, they shall be removed at the Contractor's expense and replaced with acceptable materials or equipment meeting the said specifications. Any and all work done to correct defective construction shall proceed only after the corrective procedures have been approved by the Engineer. Upon failure of the Contractor to comply with any order of the Engineer pursuant to these provisions, the Engineer shall have authority to remove and replace defective materials and/or equipment and to deduct the cost of the removal and replacement from any monies due or to become due the Contractor.

6.03 Submittal and Testing Plan:

The Contractor shall carefully review all contract provisions, plans and specifications and prepare, for submittal at the pre-construction conference, a list of all submittals required by this contract. Additionally, a separate list shall be provided of all testing to be performed by the Contractor or his laboratory.

6.04 Sampling, Testing, Cited Specifications:

When requested by the County, the Contractor shall furnish a completed written statement of the origin, composition, and manufacture of any or all materials (manufactured or produced), which are to be incorporated in the work.

Unless otherwise provided, all materials shall be sampled and tested in accordance with the latest published standard methods of the American Society for Testing Materials (A.S.T.M) and/or the American Association of State Highway and Transportation Officials (AASHTO) and revisions thereof, in effect on the date of the invitation of bids, where such standard methods exist. In case there are no A.S.T.M. or AASHTO standards that apply, applicable standard methods of other recognized standardizing agencies shall be used as directed by the Engineer. The Contractor shall furnish an affidavit from the manufacturer or material supplier that the materials meet the specified requirements and tests.

The Engineer or his authorized representative shall have full authority to decide the sampling or testing methods to be used, and shall have the power to reject any and all materials or equipment which fails to meet the terms of the specifications. Such materials or equipment shall be removed from the work hereunder at the Contractor's expense. All materials or equipment that develop defects during the storage or construction period shall be removed and replaced, notwithstanding that they may have previously passed prescribed inspections or tests.

6.05 Inspection and Testing of Materials:

Unless otherwise provided, all testing shall be made by an independent testing laboratory designated or approved by the Engineer. The Contractor shall pay for the costs of tests, unless otherwise provided in the Special Provisions and/or in the Specifications. The Contractor shall furnish the materials to be tested, incidental materials and labor required at the site in connection with the tests and the transportation of materials to be tested to the laboratory. Any and all costs involved in the inspection and testing of materials shall be included in the unit prices as set forth in the contract and no additional compensation shall be allowed.

6.06 Stored Materials:

If it is necessary to store materials, they shall be protected in such a manner as to insure the preservation of their quality and suitability for the work. All stored materials shall be inspected at the time of use in the work, even though they may have been inspected and approved before being placed in storage. The Contractor shall be responsible for the loss, theft, or damage of all stored material on the job site even if partial payment has been made for said stored materials.

6.07 Warranty and Guarantees:

All work performed under this contract shall be constructed in accordance with the plans, specifications, general requirements and conditions, special provisions, and/or standard construction codes, and shall be guaranteed against defective material and workmanship by the Contractor and the Surety for a period of one year from the date of final acceptance.

The Contractor and the Surety shall guarantee that the type, quality, design, and performance of all items and equipment to be incorporated into the completed project meet all requirements of the contract documents and any other provisions provided by the Engineer.

The Contractor shall require of all equipment and material manufacturers and suppliers a written guarantee that all equipment and material shall function satisfactorily as an integral part of the completed project in accordance with the contract documents and any and all other provisions as supplied by the Engineer.

This guarantee shall insure that the manufacturer or supplier will replace or repair, to the satisfaction of the Engineer, any and all defects in equipment and materials, which may develop within a period of one year from the date of final acceptance. This guarantee shall be submitted to the Engineer prior to incorporation of the equipment, material or supplies into the project.

This guarantee shall in no way relieve the Contractor of any responsibility for providing for satisfactory completion of the project in accordance with the contract documents and any other provisions as supplied by the Engineer. Enforcement of this guarantee shall be the responsibility of the Contractor.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

7.01 Laws to be Observed:

The Contractor shall, at all times, observe and comply with all Federal and State laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work, and all such orders or decrees as exist at the present and which may be enacted later, of legislative bodies or tribunals having legal jurisdiction or authority over the work. No plea of misunderstanding or ignorance thereof shall be considered. The Contractor shall indemnify and save harmless the County and all of its officers, agents, employees, and servants against any claims or liability arising from or based on the violation of such law, ordinance, regulation, order, or decrees whether by said Contractor, its' employees or its sub-contractors. No additional compensation shall be allowed for increased costs due to enacting of laws, ordinances, or regulations during the time of the contract.

7.02 Workmen's Compensation Insurance:

Prior to the approval of the contract by the County, the Contractor shall furnish to the County, certificates of insurance covering Workmen's Compensation or satisfactory evidence that this liability is otherwise satisfactorily addressed in accordance with the Tennessee Code Annotated, 50-6-101 et. seq., State of Tennessee.

Such insurance or other means of protection as herein provided shall remain in force until all work to be performed under the terms of the contract has been completed and accepted in accordance with the contract. It is hereby understood and agreed that the maintenance of such insurance or other protection, until acceptance of the work by the County, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under said "Workmen's Compensation Act" may be considered as a breach of the Contract.

7.03 Patented Devices, Material and Processes:

The Contractor shall provide suitable legal agreements with patentees or owners of any device, material, or process covered by letter, patent, or copyright for the use of such device, material or process. The agreement shall guarantee to hold harmless the County from and against all claims for infringement. Any and all costs for registration and certification to use protected devices, materials, or processes shall be included in the appropriate unit prices for the work.

It shall be the duty of the Contractor, if so demanded by the County, to furnish said County with a copy of the legal agreement with the patentee or owner, and, if such copy is not furnished when demanded, the County may, if it so elects, withhold any and all payments to the said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the County from any and all claims for infringement by reason of the use of such patented design, device, materials, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the County for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

7.04 Permits and Licenses:

The Contractor shall procure all required permits and licenses, pay all charges, taxes and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. No additional

compensation or reimbursements shall be paid to the Contractor for procurement of such licenses, charges, taxes, or fees.

7.05 Sanitary Provisions:

The Contractor shall observe all rules and regulations of the State or local Health Departments and shall take precautions to avoid creating unsanitary conditions.

7.06 Barricades and Warning Signs:

It shall be the sole responsibility of the Contractor to provide, erect and maintain all traffic control devices used on road or street construction or maintenance work and to maintain the project in such a manner as to adequately provide for the safety of the traveling public at all times. Any detour or interruption of normal traffic patterns or flow shall be approved in advance by the Engineer or the County Traffic Engineer acting for the Engineer.

All such traffic control devices shall conform to the applicable specifications set forth in the latest edition of the Manual on Uniform Traffic Control Devices and revisions to date. Prior to placing any such devices, the Contractor shall prepare and submit to the Engineer a traffic control plan, unless such a plan has been prepared as a part of the plans and specifications.

Traffic control devices shall be installed by the Contractor for all maintenance operations, and shall be properly maintained and/or operated during times as such special conditions require.

Traffic control devices shall remain in place only as long as needed and shall be immediately removed by the Contractor thereafter.

During stage operations, there shall be in place only those devices that apply to the conditions present. Signs not applicable to existing conditions shall be removed, covered, or turned so as not to be readable by oncoming traffic.

Barricade and sign supports shall be constructed and erected in a manner acceptable to the Engineer.

Weeds, shrubbery, construction materials or equipment, spoil, etc. shall not be allowed to obscure any traffic control device.

7.07 Use of Fire Hydrants:

If the Contractor desires to use water from fire hydrants, application shall be made by the Contractor to the proper authorities and shall conform to the municipal ordinances, rules or regulations concerning their use. Metering devices shall be used unless specifically exempted by the appropriate authorities.

Access to fire hydrants shall be maintained at all times for the use of the Fire Department. No material or other obstruction shall be placed closer to a fire hydrant than permitted by municipal ordinances, rules or regulations, or within 5 feet of a fire hydrant, in the absence of such ordinances, rules or regulations. Under no circumstances shall metering devices or other connectors remain affixed to fire hydrants except when the hydrant is actually being used.

7.08 Protection and Restoration of Property:

If public, corporate or private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection or disposition of such property. The Contractor shall furnish the Engineer with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection or disposition.

The Contractor shall be responsible for and shall take all necessary precautions for the protection of corporate or private property, including but not limited to walls and foundations of buildings, vaults, underground structures of public utilities, underground drainage and fences contiguous to the work, of which the contract does not provide for removal. The Contractor shall protect and carefully preserve all

official survey monuments, property marks, section markers, and Geological Survey Monuments, and other similar monuments until the owner or an authorized surveyor or agent has witnessed or otherwise referenced their location or relocation. The Contractor shall take reasonable precautions to avoid disturbing any archaeological and other historic remains encountered during construction. The Contractor shall notify the Engineer of the presence of any such survey or property monuments or archaeological and historic remains, as soon as they are discovered.

The Contractor shall be responsible for any and all damage to public and private property, which may result from the following causes:

- 1) Neglect or misconduct
- 2) Omission of required special procedures
- 3) Failure to execute work properly
- 4) Failure to execute required work
- 5) Defective workmanship
- 6) Use of unsatisfactory materials
- 7) Any other action, whether willful or not, which results in damage.

The Contractor shall be required to repair all damage and to replace items deemed by the Engineer not able to be repaired. Upon failure of the Contractor to repair or replace damaged property within a period of 48 hours of notification by the County, the Engineer shall have the option of otherwise restoring the damaged property as necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under the terms of the contract. The Contractor's responsibility shall continue until the Engineer's final acceptance of the work.

The Contractor shall remove all mailboxes within the limits of construction, which interfere with construction operations and shall erect them at temporary locations, maintaining suitable access for the delivery of mail.

As soon as construction operations permit, the Contractor shall set the mailboxes at their permanent location. This work shall be performed as directed by the Engineer. Damaged mailboxes, posts, or other associated items shall be replaced at the Contractor's expense.

The cost of all materials required and all labor necessary to comply with the above provisions shall not be paid for separately, but shall be considered as incidental to the contract.

7.09 Responsibility for Damage Claims:

The Contractor shall indemnify, defend and hold harmless Shelby County Government including, but not limited to, the Shelby County Division of Public Works, the Engineering Department, and all officers, agents, servants or employees of Shelby County Government, from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the said Contractor, its employees, agents or anyone directly or indirectly employed by it or its Sub-contractors; or on account of, or in consequence of, any neglect in safeguarding the work, or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or any other law, ordinance, order or decree. It is agreed that the Contractor shall be responsible for these provisions regardless of whether or not the loss for which indemnity is sought is caused in part by the County. While not limiting the amount recoverable, an amount of money due said Contractor, under and by virtue of the contract as shall be considered necessary by the County for such purposes, may be retained until such suit(s), action(s), claim(s) for injuries or damages shall have been settled and suitable evidence to that effect furnished to the County.

7.10 Contractors Insurance - Amounts

The Contractor shall carry Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate premises/operations; \$2,000,000 aggregate products/completed operations; \$1,000,000 personal and advertising injury limit; \$500,000 fire damage

limit (any one fire), and \$5,000 medical expenses limit (any one person). Broad Form Endorsement is to apply. Coverage for explosion, collapse and underground hazards is to be included.

The Contractor shall carry, during the life of this contract, Commercial Automobile Liability Insurance in amounts not less than \$1,000,000 combined single limit on any motor vehicles engaged in operations within the terms of this contract.

The Contractor shall carry Workers' Compensation insurance as required by statute, including \$500,000 employer's liability.

The Contractor shall furnish to the County satisfactory proof of compliance with the insurance requirements, by insurers acceptable to the County, before commencing any work. Such proof shall consist of Certificates of Insurance executed by the representative insurance companies and filed with the County. Said Certificates shall contain a clause to the effect that, for the duration of the contract, the insurance coverages shall be cancelled or materially changed only after written notification thirty (30) days in advance to the County. In the event the County Engineer determines that increased limits or additional coverage is necessary for certain projects, the Contractor will be notified in writing by the County Engineer allowing for compliance with the request within fourteen (14) days.

The Contractor's liability insurance shall specifically cover, among other things, claims arising out of installation of barricades, signs, other traffic control devices, excavations, stored materials and equipment, and all other similar facilities in connection with this contract, with Shelby County shown as an additional insured.

The Contractor shall require Sub-contractors, if any, not protected under the Contractor's insurance policies, to take out and maintain insurance of the same nature and amounts as required of the Contractor. The Contractor shall provide to the County proof of insurance of all sub-contractors retained to perform work in conjunction with this contract.

7.11 Personal Liability of Public Officials:

In carrying out any of the provisions of this contract or in exercising any granted power or authority thereby, the Contractor waives any claims, and agrees that there shall be no personal liability upon the Director of Public Works, the Engineer or any of their authorized representatives, it being understood that in such matters the above mentioned act as agents and representatives of the County.

7.12 Waiver of Legal Rights:

The County shall not be precluded or estopped by a measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the contract. The County shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor and his sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither the acceptance by the County or any representative of the County, nor any extension of time, nor any possession taken by the County, shall operate as a waiver of any portion of the contract, any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

7.13 Right-of-Way:

The County will be responsible for securing all necessary rights-of-way in advance of construction. The Contractor waives any and all claims for interference, delay or damage upon acceptance of an order to proceed with the construction with the knowledge that the rights-of-way are still encumbered.

7.14 Load Restrictions on Project Under Construction:

The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the base course or surface under construction shall be limited as directed by the Engineer. No loads shall be permitted on a concrete pavement, base or structure before the expiration of the curing period. The Contractor shall be responsible for all damages done by any equipment including, but not limited to, that of the Contractor, sub-contractors, and materials suppliers.

SECTION 8. PROSECUTION AND PROGRESS

8.01 Subletting or Assignment of Contract:

No less than fifty percent (50%) of the total contract cost of the work shall be performed by the Contractor's own organization, thus limiting the total allowable amount of subletting to no more than fifty percent (50%) of the total contract cost of the work to be performed. All transactions, negotiations, and correspondence of the County shall be with the Contractor. The County will refer all matters regarding payments, changes, scheduling, work progress, etc. of sub-contractors to the Contractor. Sub-contractors shall be recognized only in the capacity of employees or work crews of the Contractor and shall be subject to the same requirements as to character and competence. The Contractor shall not assign, transfer, convey, sell, or otherwise dispose of the whole or any part of the contract to any person, firm, or corporation without the written consent of the County. Subletting any part of the work to be done under the contract shall not, under any circumstances, relieve the Contractor of any liabilities or obligations.

8.02 Progress Schedule:

During the pre-construction conference, the Contractor shall submit to the Engineer, in a form acceptable to the Engineer, a satisfactory progress schedule, which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of calendar days set up in the contract. Monthly updates of this schedule will be required if deviations have occurred. This schedule shall be used as a basis of establishing major construction operations, and for checking the progress of the work.

8.03 Prosecution of the Work:

The Contractor shall prosecute in such a manner and with such a supply of materials, equipment, and labor as is considered necessary to insure completion of the work in accordance with the progress schedule.

8.04 Limitations of Operations:

The Contractor shall conduct all work so as to create a minimum amount of inconvenience to vehicular and pedestrian traffic. At any time when, in the judgment of the Engineer, the Contractor has obstructed or closed a road or is carrying on operations on a greater portion of a road than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before work is started on an additional section

Any closure of a roadway or detour shall be requested in writing and expressly approved by the County Engineer before any action is taken to divert traffic.

8.05 Character of Workmen:

The Contractor shall be responsible for efficient completion of the work and shall be responsible for control and discipline of all employees. The Contractor shall employ only competent and efficient laborers, mechanics, or artisans. Whenever, in the opinion of the Engineer, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instruction, or acts improperly, the Contractor shall, upon request of the Engineer, remove said employee from the work and shall not permit the employee to return to the project, except with the written consent of the Engineer.

8.06 Completion Dates:

The Contract Completion Date (CCD) shall be calculated on a calendar day basis, which shall consist of the number of calendar days stated in the Contract beginning with the effective date of the Engineer's order to commence work, including all Sundays, holidays and non-work days but not including the day notice is given. All calendar days elapsing between the effective dates of any orders of the Engineer to suspend work and to resume work for suspensions not the fault of the Contractor shall be excluded from the contract time.

The contract completion time shall be a fixed calendar date and it shall be the date of final acceptance of all work as specified under the contract including any and all additions, changes, and/or deletions as directed by the Engineer.

The number of days for performance allowed in the contract as awarded is based on the original of materials as defined in Sub-Section 2.02, "Interpretation of Estimate of Quantities". If satisfactory fulfillment of the contract requires performance of work in greater quantities than those set forth in the proposal, the contract time allowed for performance shall be increased on a basis commensurate with the amount and difficulty of the added work as determined by the Engineer.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provisions of this sub-section, he may, at any time prior to the expiration of the contract time specified or as extended, make a written request to the Engineer for an extension of time setting forth therein the reasons for the request. The Contractor's plea that insufficient time was specified shall not be a valid reason for extension of time. It is expressly understood and agreed that the said Contract time described herein is a reasonable time for the completion of the work.

Extension of time will not be granted for delays caused by unsuitable weather or ground condition unless it can be shown that the weather for the construction period was unusually harsh-that the number of inclement days was above annual averages for the period. The burden of proof is on the Contractor to obtain National Weather Service or other data to support his plea.

If the Engineer finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Engineer may extend the time for completion by a properly executed Supplemental Agreement in such amount as the conditions justify. The extended time for completion shall be in full force and effect the same as though it were the original time for completion.

The daily time charge will cease when the Engineer has duly made final acceptance, as prescribed above in Section 5.14, "Final Inspection".

Nothing in this section shall be deemed to authorize the Contractor to incur expense on behalf of the County, or to authorize compensation to the Contractor in excess of the original contract price for the work.

8.07 Liquidated Damages:

Should the Contractor fail to complete the work within the time specified in the contract or within such extended time as may be allowed, the Contractor shall be liable to the County for all costs incurred for engineering and inspection, and such other expenses directly attributed by reason of the Contractor's failure to complete the work within the specified time, not as a penalty but as damages sustained. For each calendar day that any construction shall remain incomplete after the Contract Completion Date, the sum specified in the proposal form or as calculated from the following table, shall be deducted by the Engineer from monies due the Contractor.

<u>Amount of Original Contract Proposal</u>	<u>Amount of Liquidating Damages per Calendar Day</u>
\$0 to \$25,000	\$ 30.00
\$25,000 to \$50,000	\$ 50.00
\$50,000 to \$100,000	\$ 75.00
\$100,000 to \$200,00	\$100.00

over \$200,000

\$100.00 plus \$50.00 for each additional \$100,000
or fraction thereof.

8.08 Termination of the Contract:

The County reserves the right to terminate the contract if the Contractor:

- (1) Fails to begin construction in accordance with the terms of the order to begin work.
- (2) Fails to furnish proper materials, or to utilize proper construction methods and equipment.
- (3) Fails to remove and replace portions of the work, which are found to be unsatisfactory.
- (4) Discontinues prosecution of the work without the consent of the Engineer, or fails to resume operations at any time the Engineer directs.
- (5) Fails to maintain traffic in a safe and efficient manner, or to maintain completed portions of the work effectively.
- (6) Fails to maintain a rate of construction progress that, in the opinion of the Engineer, is sufficient to assure completion of the work within the specified time.
- (7) Fails, in any degree, to maintain the same financial responsibility on the basis of which the Contractor was prequalified for submitting the proposal for the work and of which award of this contract was made.
- (8) Fails or refuses to follow the proper orders of the Engineer.

Under any circumstances, the Engineer will serve written notice of intent to terminate the contract to the Contractor and the surety for reasons that will be set forth therein. If, within fifteen days of delivery of such notice, the surety, or the Contractor and the surety, have not taken sufficient steps to correct the circumstance(s) at fault to the satisfaction of the Engineer, the County may, in its absolute discretion, order the contract terminated.

The County may then appropriate or use any or all stockpiled materials and equipment on the ground or job site as may be suitable in accordance with Section 9.03, "Stockpiled Material and Equipment". The County may, at its' sole discretion, enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the Engineer will be required for the completion of said contract in an acceptable manner.

In the event of termination, the Contractor shall be paid for work satisfactorily completed through the effective date of termination. All costs and charges incurred by the County, together with the cost of completing the work under contract, shall be deducted from any monies due or which may become due said Contractor. If such expense exceeds the sum which would have been payable under the contract, the Contractor and the Surety shall be liable and shall pay to the County the amount of such excess.

8.09. General Compliance with Laws

If required, the Contractor certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

The Contractor is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Contractor agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

8.10 Nondiscrimination

The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subject to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap, age, race, color, religion, sex, national origin or any other classification protected by Federal, Tennessee State Constitutional, or statutory law. The Contractor shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

8.11. Severability

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

SECTION 9. MEASUREMENT AND PAYMENT

9.01 Payment to Contractor:

The County will pay the Contractor for satisfactory work completed. Such payment will be based upon monthly estimates prepared by the Engineer in accordance with procedures set forth as herein provided.

9.02 Partial Payments:

Payments to the Contractor will be estimated by the Engineer based upon statements consisting of the Inspector's Daily Progress Reports, itemized job delivery or materials tickets, or other documents showing the quantity of work completed or materials supplied. These statements shall be prepared in a format satisfactory to the Engineer. Such estimates shall be approximate only and may not necessarily be based on detailed measurement. Lump sum items shall be estimated in accordance with the percentage of completion of the lump sum item. Following approval by the Engineer, monthly progress payments shall be made to the Contractor in an amount equal to ninety (90%) of the earned amount, said earned amount being defined as the portion of the project work completed in accordance with the contract as determined by the Engineer. Upon satisfactory completion of seventy (70%) percent of the work, the Engineer may, at his discretion, reduce the retainage to five (5%) percent. Progress payments shall not be deemed as final acceptance of the work performed by the Contractor. The retainage shall be retained until completion of the entire work to the satisfaction of the Engineer.

9.03 Stockpiled Material and Equipment:

An estimate may, at the discretion of the County and upon presentation of receipted bills and freight bills, be made for payment of the value of acceptable materials and equipment delivered and suitably stored on the work site and not used at the time of such estimate. The Engineer will determine items eligible for partial payment upon delivery. Payment will be made as a percentage of either the unit price of the item or the invoice price of the material. From the value of such material or equipment estimate, there will be deducted a retainage of up to ten percent (10%) as provided in 9.02, "Partial Payments". Such materials and equipment, when so paid for by the County, shall become the property of the County, and, in case of default on the part of the Contractor, the County may use, or cause to be used, such materials in the

construction of the work provided in the contract. The amount thus paid by the County shall be deducted from estimates due the Contractor as the materials or equipment are used in the work.

9.04 Measurement of Quantities:

All work completed under the contract will be measured by the Engineer according to United States Measures. Quantities will be calculated from measurements made in accordance with requirements set forth under the basis of payment for each item.

9.05 Scope of Payment:

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Engineer; for all expense incurred by or in consequence of suspension or discontinuance of such prosecution of the work herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications.

The payment of any current estimate prior to final acceptance of the work by the County shall not constitute an acknowledgment of the acceptance of the work and shall not be deemed as final acceptance of any work performed by the Contractor. The payment of any estimate shall in no way abrogate or affect the obligation of the Contractor to repair, correct, or replace any defects or imperfections in the construction due to quality of materials or workmanship. The Contractor shall, regardless of any estimates paid, continue to be responsible for any and all damage discovered on or before final inspection and acceptance of the work. The Engineer will be the sole judge of any and all defects, imperfections, or damage, and the Contractor shall be liable to the County for failure to correct the same.

9.06 Increased or Decreased Quantities:

In the event of an increase or decrease in any item or work as given in the proposal, payment will be made according to the revised quantities as calculated by the Engineer. In no case, however, shall the actual pay quantities exceed that which is actually used to perform the work.

9.07 Payment for Extra Work-Unit Price Contract:

Extra work will be paid for under the following classifications:

(1) Lump Sum - This classification shall include all qualified extra work on which unit prices are not practical, and on which a fair price can be established agreeable to the Engineer and the Contractor in accordance with the provisions of Section 4.03, above or on proposals from not less than two sub-contractors qualified and acceptable to do the particular work. The contractor will be allowed reasonable mark-ups for overhead and profit on subcontract work.

Payment shall be made only after the Contractor has submitted a bill to the County and this bill has been approved by the Engineer.

(2) Unit Price - This classification shall include all qualified extra work that can be broken down or divided into units or work similar, in the opinion of the Engineer, to units on which bid prices have been received in this contract or on units based on a fair price agreeable to the Engineer and the Contractor in accordance with the provisions of Section 4.03, above. Work shall not be paid from over-runs or under-runs of unrelated quantities shown on the bid items of the proposal sheet in this contract.

Payment for this classification shall not include any markup or percentage increase if the contract unit price is used as the contract unit price already contains such increases. Payment shall be made only after the Contractor has submitted a bill to the County and this bill has been approved by the Engineer.

(3) Force Account - This classification shall include all qualified work that cannot be identified in either lump sum or unit price classifications.

The Contractor is warned that payment for this classification of extra work cannot be paid unless the following requirements have been fulfilled:

The Engineer's representative or inspector shall be furnished with a book or pad titled, "FORCE ACCOUNT", on which a complete record shall be recorded in triplicate. This record shall show the date and identity of the project, the Contractor, location, and shall describe the work to be done. All labor, material and equipment essential to the completion of the work shall be recorded, showing the actual time or quantity used. The Contractor's supervision of labor shall be limited to a foreman, and the time of said foreman shall be recorded only during the actual supervision of the laborers. The inspector and the Contractor's representative shall both sign all three copies of this record. Immediately after the completion of this record, the original copy shall be submitted to the County, the first carbon shall be retained by the Contractor, and the second carbon shall be retained in the record book for the inspector's job record.

Before the end of the pay period, the Contractor shall submit a bill to the County for the force account described on the inspector's report. The Contractor's bill shall show the rate of pay on labor and foremen (if used), the unit price or lump sum cost of the material, and the size and rate of rental on the equipment. The rate on the equipment shall conform to those included in the monthly rates of the Rental Rate Blue Book for Construction Equipment published by Dataquest, Incorporated, latest edition. Hourly rates shall be obtained by dividing the monthly rate by 176. The weekly, daily, or hourly rates published in the Blue Book shall not be used. No allowances or pay shall be allowed for fuel, lubricants, repairs, transportation, or any other incidental costs.

To the net total of labor, material and equipment costs, the Contractor will be allowed to add eighteen percent (18%) of the labor cost only. This addition is estimated to cover the total average mandatory labor costs.

The Contractor shall furnish the County with a certified copy of the month's payroll and material billing to support the prices shown on this bill.

Before payment is made, this bill shall be approved by the Engineer.

In the event the accumulated cost of extra work on this contract exceeds the allowable on the proposal sheet, all excess payment due the Contractor for extra work will be deferred until the final estimate.

9.08 Payment for Items Omitted When Partially Completed:

Should the County cancel or alter any portion of the contract which results in the elimination or noncompletion of any portions of the work partially completed, the Contractor shall be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration, or suspension of such work. Should the County cancel or alter any portion of the contract which results in a total decrease of not more than 25 percent of the original contract price, the Contractor shall not be allowed any extra compensation other than the unit price extensions of the work actually completed. When such elimination or noncompletion involves a net decrease in the amount of the contract of more than twenty five percent (25%) of the original contract price, a supplemental agreement between the Contractor and the County shall be required.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration, or suspension by the Engineer shall be purchased from the Contractor by the County at actual cost and shall thereupon become the property of the County, or, at the option of the Engineer, the unused acceptable material shall remain the property of the Contractor and such shall be paid the actual cost including freight, unloading, and hauling costs less the actual salvage value as determined by the Engineer. Materials ordered after the date of cancellation, alteration, or suspension shall not be eligible for any compensation and shall remain the Contractor's property.

9.09 As-Built Drawings:

The Contractor shall, prior to request for final payment, provide the Engineer one set of the construction plans amended to indicate the actual improvements constructed during the term of this Contract. The "as-

built" drawings will depict any changes made in plan or elevation and will be sealed by a Professional Engineer licensed by the State of Tennessee and acceptable to the Engineer. The Engineer will review these plans within thirty (30) days of receipt to determine whether any corrections or re-work will be required prior to final payment and release of retainage.

9.10 Acceptance and Final Payment:

Whenever the improvement(s) provided for, and all conditions called for, by the contract have been completely performed and/or met on the part of the Contractor, and all parts of the improvement have been approved by the Engineer and accepted by the County, a final estimate showing the value of the work will be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which approximate payments have been made shall be corrected in the final payment. The amount of this estimate less any sums that have been deducted or retained under the provisions of the contract, will be paid the Contractor as soon as practicable after the final acceptance and the period of necessary advertisement has expired; provided the Contractor has furnished the County satisfactory evidence that all sums of money due for labor, materials, equipment, fixtures, or machinery furnished for the purpose of such improvements have been paid or that the person or persons to whom the same may be due have consented to such final payment.

The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities from any person or entity, regardless of where situated, for anything done or furnished to the work or in connection with the work or any act or neglect on the part of the County relating to or connected with the contract.

9.11 Latent Defects:

Neither the final payment on this contract nor any provision in these specifications shall relieve the Contractor of the responsibility of faulty materials or faulty workmanship which may show up within the extent and period provided by law or within the guarantee period of one year from final acceptance of the work performed under this contract, whichever is greater, nor of the responsibility of remedying such faulty workmanship, materials and/or equipment.

9.12 Audit and Inspection of Records:

The Contractor agrees to maintain books, records and accounts pertaining to the contracted improvements for a period of not less than three (3) years from the date of final payment, and to make these records available to authorized representatives of the County. Should State or Federal funds be used in the project, Contractor agrees to make these records available to the authorized representatives of the State of Tennessee or the Federal Government as necessary.

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