

Addendum No. 3 Bridge Rehabilitation for Kinzel Springs Road over Little River Blount County Bid No. 2017-2476

This addendum shall become a part of the project plans and specifications.

Addendum Date: 2/21/18

Project Manual Revisions:

- 1) This Project will be constructed with a budget Not to Exceed \$175,000.
- 2) The Contractor can request a Stop Work Order after Phase 1 of the project is completed. Phase 1 shall consist of repairing the pier footers at or below the water surface. Phase 1 of the project should include 65% of the budgeted contract.
- 3) The signed Stop Work Order will be issued by the Engineer and distributed to the Owner and the Contractor.
- 4) Phase 2 of the project can began after the second Notice to Proceed has been issued and include the remaining Items in the contract consisting of the remaining 35% of the budgeted contract.
- 5) The seconded signed Noticed to Proceed will be issued by the Engineer and distributed to the Owner and the Contractor.

BID SCHEDULE
PROPOSED BRIDGE REPLACEMENT
KINZEL SPRINGS ROAD over LITTLE RIVER - BID NO. 2017-2476
ESTIMATED BRIDGE AND ROADWAY QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>	
1) 203-01.04	REMOVAL OF ROCK PAD	100 C.Y.			
2) 204.10.01	FOUNDATION PREPARATION (PIER 2)	1 LS	\$32,700	\$32,700	PH1
3) 204-10.02	FOUNDATION PREPARATION (PIER 3)	1 LS	\$32,750	\$32,750	PH1
4) 209-20.03	POLYETHYLENE SHEETING (6 MIL. MIN.)	300 S.Y.			
5) 303-10.01	MINERAL AGGREGATE (SIZE 57)	60 TON		\$22,000	PH1
6) 502-07	SPALL REPAIRS	6 S.Y.		\$6,000	PH2
7) 503-01	GRINDING CONCRETE PAVEMENT	258 S.Y.		\$6,500	PH2
8) 604-02.03	EPOXY COATED REINFORCING STEEL	852 LB			
9) 604-03.01	CLASS 'A' CONCRETE (BRIDGES)	24 C.Y.		\$14,000	PH1
10) 604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	15 C.Y.		\$16,000	PH2
11) 604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	470 S.Y.		\$15,600	PH2
12) 604-04.02	APPLIED TEXTURE FINISH (CLASS II, RUBBED FINISH)	390 S.Y.		\$13,000	PH1
13) 604-10.30	BRIDGE DECK REPAIRS (FULL DEPTH OF SLAB)	2 S.Y.		\$3,900	PH2
14) 604-10.50	BRIDGE DECK REPAIRS (PARTIAL DEPTH OF SLAB)	4 S.Y.		\$6,500	PH2
15) 604-10.63	CONCRETE REPAIRS (CRACKS)	40 L.F.		\$6,050	PH2
16) 709-05.06	MACHINED RIP-RAP (CLASS A-1)	120 TON			
17) 709-05.08	MACHINED RIP-RAP (CLASS B)	136 TON			
			Total	\$175,000	



BLOUNT
COUNTY TN

Teresa Johnson <tjohnson@blounttn.org>

**Blount County Bids and Contracts Bid Addendum Confirmation: 2017-2476
Addendum 2 (Bridge Rehabilitation - Kinzel Springs Road over Little River)**

1 message

Blount County Bids and Contracts <blounttn@customer.ionwave.net>

Fri, Dec 8, 2017 at 8:29 AM

To: tjohnson@blounttn.org

Your addendum has been issued by the system on the following opportunity and it is now available to suppliers.

Issue reason: Addendum No. 2 is issued to include attachment addressing plan revisions and answers to questions.

Bid Opportunity Information:

Bid Number: 2017-2476 Addendum 2

Bid Title: Bridge Rehabilitation - Kinzel Springs Road over Little River

Bid Notes: It is the intent of this Invitation to Bid (ITB) to procure a contract for Bridge Rehabilitation - Kinzel Springs Road over Little River in Blount County, TN.

Bidders submitting a written bid response may submit the line item pricing in this document or the Bid Schedule Form in the attached Specifications. Either form will be acceptable.

Issue Date: 11/22/2017 02:00:01 PM (ET)

Close Date: 12/12/2017 01:00:00 PM (ET)

The system can be accessed at: <https://blounttn.ionwave.net>

Questions about this system can be directed to:
Blount County, TN Purchasing Department

BUYERBIDADDENDUMISSUENOTIFICATION - 12/8/2017 07:29 AM (CT)

Addendum No. 2 Bridge Rehabilitation for Kinzel Springs Road over Little River Blount County Bid No. 2017-2476

This addendum shall become a part of the project plans and specifications and shall be acknowledged on the bid form.

Addendum Date: 12/7/17

Plans Revisions:

- 1) The revised Bid Schedule has been attached with the following revisions:
Item No. 604-04.01 was revised and Item No. 604-04.02 was added.
Item 604-04.01 will apply to the Superstructure and Item No. 604-04.02 will apply to the Abutments and Piers.
- 2) A Deductive Bid # 1 was added with a Value Engineering Item No. was added to provide a deductive amount of the Base Bid for a way to improve the Total Bid price. The Contractor should attach a description of the proposed value changes to his bid.

Questions and Answers

Contractors have asked the following questions after the pre-bid conference which have been listed along with responses to each question as shown below.

- A. Would the Contractor be allowed to put concrete barriers in the water as needed to perform the work? *Yes, the Contractor could place a concrete barrier as long as the barrier was protected with plastic.*
- B. Can we put our equipment in the water to access pier 2 and 3 Such as a Track Hoe or a lift? *No. The County's Permit does not allow machinery in the River.*
- C. Perhaps it would be possible to eliminate the haul road in the river being that the water levels are low this time of year. If that is done then it will be up to the contractor's means and methods to access work area? *Yes, this is correct as long as the Contractor has no machinery in the River.*

BID SCHEDULE
PROPOSED BRIDGE REPLACEMENT
KINZEL SPRINGS ROAD over LITTLE RIVER- BID NO. 2017-2476
ESTIMATED BRIDGE AND ROADWAY QUANTITIES
REVISED 12-7-17

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
203-01.04	REMOVAL OF ROCK PAD	100 C.Y.	_____	_____
204.10.01	FOUNDATION PREPARATION (PIER 2)	1 LS	_____	_____
204-10.02	FOUNDATION PREPARATION (PIER 3)	1 LS	_____	_____
209-20.03	POLYETHYLENE SHEETING (6 MIL MIN.)	300 S.Y.	_____	_____
303-10.01	MINERAL AGGREGATE (SIZE 57)	60 TON	_____	_____
502-07	SPALL REPAIRS	6 S.Y.	_____	_____
503-01	GRINDING CONCRETE PAVEMENT	258 S.Y.	_____	_____
604-02.03	EPOXY COATED REINFORCING STEEL	852 LB.	_____	_____
604-03.01	CLASS 'A' CONCRETE (BRIDGES)	24 C.Y.	_____	_____
604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	15 C.Y.	_____	_____
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	470 S.Y.	_____	_____
604-04.02	APPLIED TEXTURE FINISH (CLASS II, RUBBED FINISH)	390 S.Y.	_____	_____
604-10.30	BRIDGE DECK REPAIRS (FULL DEPTH OF SLAB)	2 S.Y.	_____	_____
604-10.50	BRIDGE DECK REPAIRS (PARTIAL DEPTH OF SLAB)	4 S.Y.	_____	_____
604-10.63	CONCRETE REPAIRS (CRACKS)	40 L.F.	_____	_____
709-05.06	MACHINED RIP-RAP (CLASS A-1)	120 TON	_____	_____
709-05.08	MACHINED RIP-RAP (CLASS B)	136 TON	_____	_____

TOTAL BID THIS PROJECT:

_____ AND
(Dollars)
_____ (\$_____)

BID SCHEDULE – DEDUCTIVE BID #1
PROPOSED BRIDGE REPLACEMENT
KINZEL SPRINGS ROAD over LITTLE RIVER- BID NO. 2017-2476
ESTIMATED BRIDGE AND ROADWAY QUANTITIES
REVISED 12-7-17

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
999-99.99	VALUE ENGINEERING	1 LS.	_____	_____

TOTAL DEDUCTIVE BID # 1:

_____ AND
(Dollars)
_____ (\$_____)



BLOUNT
COUNTY TN

Teresa Johnson <tjohnson@blounttn.org>

**Blount County Bids and Contracts Bid Addendum Confirmation: 2017-2476
Addendum 1 (Bridge Rehabilitation - Kinzel Springs Road over Little River)**

1 message

Blount County Bids and Contracts <blounttn@customer.ionwave.net>
To: tjohnson@blounttn.org

Wed, Nov 22, 2017 at 2:26 PM

Your addendum has been issued by the system on the following opportunity and it is now available to suppliers.

Issue reason: Addendum No. 1 is issued to include the attachment of the Haul Road drawing.

Bid Opportunity Information:

Bid Number: 2017-2476 Addendum 1

Bid Title: Bridge Rehabilitation - Kinzel Springs Road over Little River

Bid Notes: It is the intent of this Invitation to Bid (ITB) to procure a contract for Bridge Rehabilitation - Kinzel Springs Road over Little River in Blount County, TN.

Bidders submitting a written bid response may submit the line item pricing in this document or the Bid Schedule Form in the attached Specifications. Either form will be acceptable.

Issue Date: 11/22/2017 02:00:01 PM (ET)

Close Date: 12/12/2017 01:00:00 PM (ET)

The system can be accessed at: <https://blounttn.ionwave.net>

Questions about this system can be directed to:
Blount County, TN Purchasing Department

BUYERBIDADDENDUMISSUENOTIFICATION - 11/22/2017 01:26 PM (CT)

Blount County, TN

Bid Information

Bid Owner Teresa Johnson Assistant
Purchasing Agent
Email tjohnson@blounttn.org
Phone (865) 273-5743
Fax (865) 273-5746
Bid Number 2017-2476 Addendum 1
Title Bridge Rehabilitation - Kinzel
Springs Road over Little River
Bid Type ITB
Issue Date 11/22/2017
Close Date 12/12/2017 01:00:00 PM (ET)

Contact Information

Address 385 Court Street
Maryville, TN 378045906
Contact Ms. Teresa Johnson, Assistant
Purchasing Agent
Department Blount County Purchasing
Building Blount Courthouse
Floor/Room Room 319
Telephone (865) 273-5743
Fax (865) 273-5746
Email tjohnson@blounttn.org

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name
Contact Name
Address

Telephone
Fax
Email

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature

Date / /

Bid Notes

It is the intent of this Invitation to Bid (ITB) to procure a contract for Bridge Rehabilitation - Kinzel Springs Road over Little River in Blount County, TN.

Bidders submitting a written bid response may submit the line item pricing in this document or the Bid Schedule Form in the attached Specifications. Either form will be acceptable.

Bid Activities

Date	Name	Description
12/5/2017 10:00 AM (ET)	Mandatory Pre-bid Meeting	There will be a mandatory pre-bid meeting held at the Blount County Highway Department, Blount County Operations Center, 1227 McArthur Rd., Maryville, TN 37804 at 10:00 a.m. Eastern on December 05, 2017. Bidders must be present at the mandatory pre-bid meeting for their bid to be considered.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	Specifications - Bid 2017-2476.pdf	Specifications - Bid 2017-2476

Header	TITLESHEET.pdf	Plans - Title Sheet
Header	WALLANDS-1.pdf	Plans - Existing Framing
Header	WALLANDS-2.pdf	Plans - Est. Quantities
Header	WALLANDS-3.pdf	Plans - Pier Footing Stabilization
Header	HAUL ROAD.pdf	Plans - Haul Road
Header	Bid Envelope Cover Page.pdf	Bid Envelope Cover
Header	Terms and Conditions - Bid 2017-2476.pdf	Terms & Conditions
Header	Insurance Checklist.pdf	Insurance Checklist
Header	Certificate of Liability Insurance-sample.pdf	COI Sample
Header	Drug Free Workplace Affidavit.pdf	Drug-Free Workplace Affidavit
Header	Business Tax License Affidavit.pdf	Business Tax and License Affidavit
Header	W-9 Form Rev 12-2014.pdf	W-9 Form
Header	Title VI form.pdf	Title VI Form

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Bidder's Proposal : Complete the Bidder's Proposal found in attachment entitled Specifications (Item II, Pages 1-2) and include with your bid submittal. Pricing on Bid Schedule (Item II, Page 3) to be completed under Line Items in electronic bid or submitted with written bid.
2	YES	Bid Bond : Include bid bond with bid submittal in the amount of 5% of the bid amount made payable to the Blount County Trustee.
3	YES	Drug-Free Workplace Affidavit : Complete and return Affidavit of Compliance with Drug-Free Workplace Requirements with bid submittal. If your company has less than 5 employees, please advise N/A on the form and return.
4	YES	License Classification : Complete and submit bid envelope cover sheet with bid submittal or, if written submittal, attach to the outside of the bid envelope.
5	NO	Business Tax & License Affidavit : Business Tax & License Affidavit to be submitted by successful bidder.
6	NO	W-9 : Page 1 of the W-9 form to be submitted by successful vendor.
7	NO	Title VI form : It is voluntary to complete and submit the Title VI form with the bid submittal.

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Addenda	Bidder shall acknowledge receipt of all addenda. If applicable, state the addendum number and the date received. State N/A if no addenda received.	_____ (Required)

Line Items

#	Qty	UOM	Description	Response
1	100	CY	Removal of Rock Pad (203-01.04)	\$ _____ (Required) Price
Supplier Notes: _____				
2	1	LS	Foundation Preparation (Pier 2) (Item 204.10.01)	\$ _____ (Required) Price
Supplier Notes: _____				
3	1	LS	Foundation Preparation (Pier 3) (Item 204-10.02)	\$ _____ (Required) Price
Supplier Notes: _____				
4	300	SY	Polyethylene Sheeting (6 mil min.) (209-20.03)	\$ _____ (Required) Unit Price
Supplier Notes: _____				
5	60	TON	Mineral Aggregate (Size 57) (303-10.01)	\$ _____ (Required) Unit Price
Supplier Notes: _____				
6	6	SY	Spall Repair (Item 502-07)	\$ _____ (Required) Price
Supplier Notes: _____				

7	258	SY	Grinding Concrete Pavement (Item 503-01)	\$ _____ (Required) Price
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Supplier Notes: _____

8	852	LB	Epoxy Coated Reinforcing Steel (Item 604-02.03)	\$ _____ (Required) Unit Price
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Supplier Notes: _____

9	24	CY	Class 'A' concrete (Bridges) (Item 604-03.01)	\$ _____ (Required) Unit Price
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Supplier Notes: _____

10	15	CY	Class 'D' concrete (Bridge Deck) (Item 604-03.09)	\$ _____ (Required) Unit Price
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Supplier Notes: _____

11	860	SY	Applied Texture Finish (New Structures) (Item 604-04.01)	\$ _____ (Required) Unit Price
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Supplier Notes: _____

12	2	SY	Bridge Deck Repairs (full depth of slab) (Item 604-10.30)	\$ _____ (Required) Price
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Supplier Notes: _____

13	4	SY	Bridge Deck Repairs (partial depth of slab) (Item 604-10.50)	\$ _____ (Required) Price
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Supplier Notes: _____

14	40	LF	Concrete Repairs (cracks) (Item 604-10.63)	\$ _____ (Required) Price
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Supplier Notes: _____

15	120	TON	Machined Rip-Rap (Class A-1) (709-05.06)	\$ _____ (Required) Unit Price
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Supplier Notes: _____

16	136	TON	Machined Rip-Rap (Class B) (Item 709-05.08)	\$ _____ (Required) Unit Price
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Supplier Notes: _____

17			Total bid for this project.	\$ _____ (Required) Price
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Supplier Notes: _____

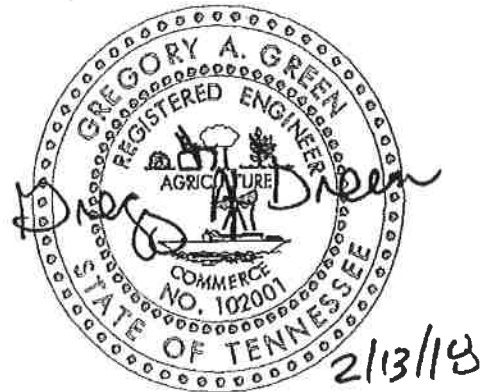
BLOUNT COUNTY, TENNESSEE

**NOTICE TO BIDDERS, INSTRUCTION TO BIDDERS
PROPOSAL, BID BOND, AGREEMENT, PERFORMANCE BOND
AND SPECIFICATIONS
FOR**

**BRIDGE REHABILITATION
KINZEL SPRINGS ROAD over LITTLE RIVER
BRIDGE LOCATION NO. 05-NFA A563-0.01
BID NO. 2017-2476**

December 12, 2017

RGC Project #15065



Prepared By:
Robert G. Campbell & Associates, L.P.
7523 Taggart Lane
Knoxville, TN 37938
865/947-5996

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NOTICE TO BIDDERS
Proposed Bridge Rehabilitation
Bid # 2017-2476

Invitation to bid on the construction of a **PROPOSED BRIDGE REHABILITATION, KINZEL SPRINGS ROAD OVER LITTLE RIVER, BLOUNT COUNTY, TENNESSEE.**

Sealed written bids will be received by Blount County Purchasing, Room 319, Blount County Courthouse, 385 Court Street, Maryville, Tennessee 37804. For electronic bids, the bidder may obtain and submit bids electronically by registering with Blount County, TN at <https://blounttn.ionwave.net/login.aspx>. Faxed bids are not acceptable. Per T.C.A. § 62-6-117, bids for construction projects exceeding \$25,000 must include the required license information for the prime contractor and, if applicable, subcontractor(s) with the bid submittal. Bidders may obtain bidding documents by phoning Blount County Purchasing, 865-273-5740, or online at <https://blounttn.ionwave.net/login.aspx>. Bid addenda, if issued, are posted on the same web address. Bidders that obtain the bidding documents online must also check the website to obtain any issued addenda. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly.

Questions may be addressed to Teresa Johnson, tjohnson@blounttn.org, or by phone at (865) 273-5740. Registered vendors may post questions at <https://blounttn.ionwave.net/login.aspx>. Answers to questions will be posted on this same web address. Deadline to submit any questions will be 4:30 p.m. on Tuesday, November 7, 2017.

Bids will be received until 1:00 p.m., Wednesday, November 15, 2017, at which time they will be publicly opened and read aloud. Bid envelopes should be clearly marked "**BID # 2017-2476 PROPOSED BRIDGE REHABILITATION FOR KINZEL SPRINGS ROAD OVER LITTLE RIVER, BLOUNT COUNTY, TENNESSEE.**"

All bidders must be licensed contractors and must comply with TCA § 62-6-101, "Contractors' Licensing Act of 1994". The company name, license number, expiration date thereof, and license classification which applies to the bidder must appear on the outside of the bid envelope per TCA § 62-6-119. Complete the enclosed *Bid Envelope Cover Page* and affix it to the sealed envelope, otherwise, the bid will not be considered. **Bidders on this project are required to be licensed for HRA, MU – C, D.**

The bidder is advised that any person, firm or other party to whom it is purposed to award a subcontract under this contract must be acceptable to Blount County, and must also comply with TCA § 62-6-119.

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received by **Blount County Purchasing** for the County (hereinafter referred to as the "OWNER") for performing the work as set forth in the plans, specifications and map enumerated herein, on or before 1:00 PM, Wednesday, November 15, 2017, prevailing time at the office of **Blount County Purchasing, Room 319, Blount County Courthouse, 385 Court Street, Maryville, Tennessee, 37804** at which time said bids will be publicly opened and read aloud.
 2. All bids must be made on the blank form of proposal attached hereto, shall give the price for each item of the proposed work in figures, and shall give the grand total both in words and figures. Bidders may also submit their bid through the Blount County Purchasing Departments' online bidding system at <https://blounttn.ionwave.net/login.aspx>.
 3. Before the award of the contract, any bidder may be required to furnish evidence satisfactory to the Owner and to the Engineer of the necessary facilities, ability and pecuniary resources to fulfill the conditions of said contract.
 4. All bidders must be licensed contractors and must comply with TCA § 62-6-101, "Contractors' Licensing Act of 1994". The company name, license number, expiration date thereof, and license classification which applies to the bidder must appear on the outside of the bid envelope per TCA § 62-6-119. Complete the enclosed *Bid Envelope Cover Page* and affix it to the sealed envelope, otherwise, the bid will not be considered. **Bidders on this project are required to be licensed for HRA, MU – C, D.**
- The bidder is advised that any person, firm or other party to whom it is purposed to award a subcontract under this contract must be acceptable to Blount County, and must also comply with TCA § 62-6-119.
5. Bidders must satisfy themselves by personal examination of the location of the proposed work; by examination of the plans, specifications, and maps enumerated herein; and by such other means as they may refer as to the actual conditions and requirements of the work and the accuracy of the estimate of the quantities of work to be done, and shall not at any time after the submission of the bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature of amount of the work to be done.
 6. The construction contract and the detailed specifications contain the provisions required for the construction of the project. No information obtained from any office, agent or employee of the Owner on any such matters shall in any way effect the risk or obligation assumed by the contractor or relieve him from fulfilling any of the conditions of the contract.
 7. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasure, alterations or irregularities of any kind, or which do not comply with the Notice and Instructions to Bidders, may be rejected at the option of the Owner.

8. Bidder must agree to commence work on or before a date to be specified in a written "NOTICE TO PROCEED" by the Owner and to fully complete the project within *120 consecutive calendar days* thereafter. Bidder must agree also to pay as liquidated damages the sum of five hundred dollars (\$250.00) for each consecutive calendar day thereafter as hereinafter provided.
9. "Or Equal Clause"
Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the contractor without the Engineer's written approval.
10. Computation of quantities that will be the basis of payment estimates, both monthly and final, will be made by the Engineer.
11. The word "Owner" means the person, association, corporation, district or group for whom the work is to be performed. In this instance, the word "Owner" will mean **BLOUNT COUNTY**.

The word "Contractor" means the person, firm or corporation to whom the award is made. Subcontractors as such will not be recognized.

The word "Engineer" refers to the person, firm or corporation designated by the Owner as its engineering representative during the course of construction to make appropriate inspections and computations of payment.
12. Conflict of Interest: No employee, officer or agent of Blount County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The County's employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its proposal, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Blount County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
13. Drug-Free Workplace: Contractors with five (5) or more employees receiving pay must have a drug-free workplace program in operation that complies with TCA § 50-9-113. If applicable, the enclosed Drug-Free Workplace Affidavit must be notarized and returned with your bid as required by Public Act 2000, Chapter 918.

14. Non-Collusion: The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this Invitation to Bid require that all decisions made as to matters concerning this bid be made on an individual firm basis. By signing this bid, the bidder certifies that no agents, employees, or representatives of the company colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.
15. Equal Opportunity / Non-Discrimination: Blount County, TN Government hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, minority firms, women's business enterprises and labor surplus area firms will be afforded full opportunity to submit bids in response to this Invitation and will not be discriminated against on the ground of age, race, color, religion, national origin, sex or disability in consideration for an award.

OWNER:

BLOUNT COUNTY, TENNESSEE

BIDDER'S PROPOSAL

Place: Blount Co., TN

Date: _____

1. In compliance with your invitation for bids dated _____, 2017, and subject to all the conditions thereof, the undersigned _____, a corporation, incorporated in the State of _____, a partnership consisting of _____, an individual trading as _____,

hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following bid schedule. (The bid schedule attached lists the various divisions of construction contemplated in the plans and specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and considered correct.)

2. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Maps and Drawings pertaining to the work to be done, all of which have been examined by the undersigned.
3. Accompanying this proposal is a standard bid bond in the sum of five percent of Bid: _____ Dollars (\$ _____) in accordance with the Notice and Instructions to Bidders.
4. The undersigned bidder agrees to execute the contract for the amount of the total of his bid within 10 days after the award of the contract, and within 10 days after executing the said contract to furnish the bonds specified in the contract and other required contract documents. The name and address of the corporate surety with which the bidder proposes to furnish the specified performance and payment bond is as follows:

5. The undersigned anticipates that construction will be commenced on or about as determined by the date of proceed order and the project will be ***completed by 120 calendar days***. Bidder must also agree to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter.
6. All the various phases of work enumerated in the detailed specifications with all their individual jobs and overhead whether specifically mentioned, included by implication or appurtenance thereto, are to be performed by the Contractor under one of the items listed in the bid schedule irrespective of whether it is named in said list.
7. Payment for work performed will be in accordance with the list subject to change as provided for in the construction contracts.

Contractor

By:

Title

Business Address

Contractor's License No.

In submitting this Bid, the Bidder represents the following as set forth in the Agreement:

- A. Bidder has examined and carefully studied the Contract Documents, other related data referenced in the Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. _____ Addendum Date _____

Addendum No. _____ Addendum Date _____

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect costs(s), progress and the performance of the Work;

BID SCHEDULE
PROPOSED BRIDGE REPLACEMENT
KINZEL SPRINGS ROAD over LITTLE RIVER- BID NO. 2017-2476
ESTIMATED BRIDGE AND ROADWAY QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
203-01.04	REMOVAL OF ROCK PAD	100 C.Y.	_____	_____
204.10.01	FOUNDATION PREPARATION (PIER 2)	1 LS	_____	_____
204-10.02	FOUNDATION PREPARATION (PIER 3)	1 LS	_____	_____
209-20.03	POLYETHYLENE SHEETING (6 MIL MIN.)	300 S.Y.	_____	_____
303-10.01	MINERAL AGGREGATE (SIZE 57)	60 TON	_____	_____
502-07	SPALL REPAIRS	6 S.Y.	_____	_____
503-01	GRINDING CONCRETE PAVEMENT	258 S.Y.	_____	_____
604-02.03	EPOXY COATED REINFORCING STEEL	852 LB.	_____	_____
604-03.01	CLASS 'A' CONCRETE (BRIDGES)	24 C.Y.	_____	_____
604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	15 C.Y.	_____	_____
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	860 S.Y.	_____	_____
604-10.30	BRIDGE DECK REPAIRS (FULL DEPTH OF SLAB)	2 S.Y.	_____	_____
604-10.50	BRIDGE DECK REPAIRS (PARTIAL DEPTH OF SLAB)	4 S.Y.	_____	_____
604-10.63	CONCRETE REPAIRS (CRACKS)	40 L.F.	_____	_____
709-05.06	MACHINED RIP-RAP (CLASS A-1)	120 TON	_____	_____
709-05.08	MACHINED RIP-RAP (CLASS B)	136 TON	_____	_____

TOTAL BID THIS PROJECT:

AND

(Dollars)

(\$ _____)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
_____ as Principal, and _____
as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum
of _____ for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, successors and assigns.

SIGNED, this _____ day of _____, 2017.

The Condition of the above obligation is such that whereas the Principal has submitted to _____
a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the
**construction of the Proposed Bridge Rehabilitation on Kinzel Springs Road over Little River, Blount
County, Tennessee - Bid No. 2017-2476.**

NOW THEREFORE:

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of
Contract attached hereto (properly completed in accordance with said BID) and shall furnish a
BOND for his faithful performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and shall in all other respects
perform the agreement created by the acceptance of said BID, then this obligation shall remain in
force and effect; it being expressly understood and agreed that the liability of the Surety for any
and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein
stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and
its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may
accept such BID; and said Surety does hereby waive notice of any such extension

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CONSTRUCTION CONTRACT

THIS CONTRACT, made this _____ day of _____, 2018 at _____ State of Tennessee by and between the County of Blount, Party of the First Part, hereinafter called the "OWNER" and _____, Party of the Second Part, hereinafter called the "Contractor".

WITNESSETH

In consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

1. Statement of Work The Contractor shall be responsible for the repairs of the existing bridge. The work consists of the Foundation Repairs of Piers 2 and 3, the repair of some Full Depth and Partial Depth repairs, some Crack Repairs, Bridge Deck overlay, Applied Texture Finish and other items shown on the plans. The Contractor shall also be responsible for preparing concrete test cylinders and having cylinders tested by an independent testing company and furnishing standard slump tests and air entrainment tests for each concrete pour.
2. Completion of Work: The contractor shall commence work covered by this contract within 7 calendar days after the date of mailing of written notice to proceed, shall proceed with it continuously, and shall *complete* the project *on or before 120 calendar days*, unless the period for completion is extended as hereinafter provided.
3. Liquidated Damages: If the work embraced by this contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine, and in lieu thereof, the Contractor shall pay the Owner as fixed and agreed liquidated damages the sum of two hundred and fifty dollars (\$250.00) per day for each calendar day of delay until the work is satisfactorily completed. Whatever sum may be due the Owner as liquidated damages for delay may be deducted from payments due the contractor, or may be collected from the Contractor or the Contractor's surety.
4. Contract Sum: The Owner shall pay the Contractor for the performance of said work, subject to additions and deductions provided herein _____ dollars and _____ cents (\$ _____) as the base bid in conformity with the bid schedule in Item II.

5. Payment: Payment shall be made to the Contractor for work performed under this contract for quantities of work as determined in accordance with Sections 19 and 21 of the contract. Payment for extra work, if any, should be made in accordance with Sections 8, 9, and 19 of this contract.
6. Intent of Plans and Specifications: The Contractor shall keep on the work a copy of the plans and specifications and shall at all times give the Owner access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between the plans and specifications, the specifications shall govern. The Contractor shall not take advantage of any errors, discrepancies or omissions which may exist in the plans and specifications but shall immediately call them to the attention of the Engineer whose interpretation or correction thereof shall be conclusive.
7. Extra Work and Charges: Extra work shall be work for which no unit bid was received in the proposal and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The Owner, without invalidating the contract, may order extra work or make changes in the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on "Contract Change Order" form. In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Contract Change Order, and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By cost plus a percentage, the latter agreed upon prior to starting the extra or changed work.

In method (c) "cost" shall include all labor, materials, power fuel, and rental on major items of equipment. The Contractor shall keep and present in such form as the Engineer may direct a correct account of the several items of cost, together with vouchers. This definition and requirement applies equally to work done by subcontractors.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefore.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of work that may be omitted.

8. Claims for Extra Cost: If the Contractor claims that any changes in the work or any instructions by means of drawings or otherwise involve extra cost, he shall give the Engineer written notice thereof within a reasonable time after receipt of such instructions or of notice of such changes and, in any event, before proceeding to carry out such instructions or to put such changes into effect, except in case of an emergency endangering life or property. In all such cases, the Contractor shall keep a correct account of the extra cost in such form as the Engineer may direct and shall present such account supported by receipts to the Engineer. The Owner shall be entitled to reject any claim for extra cost concerning which the foregoing procedure is not followed.
9. Performance and Payment Bond: The Contractor shall within ten (10) days after the receipt of the Notice of Award and before the commencement of any operations hereunder execute the contract and furnish the Owner with a performance and payment bond in a penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of this contract and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by this contract. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Tennessee and acceptable to the Owner. The expense of this bond shall be borne by the Contractor. If at any time, a surety on such bond becomes irresponsible or loses its right to do business in the State of Tennessee, the Owner may require another surety which the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact acting for the corporate surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect of the date of the bond. The form of the bond shall be subject to approval by the Owner.
10. Licenses and Permits: The Owner will secure and pay for permits required for permanent structures. The Contractor shall obtain and pay for all other necessary licenses and permits and shall faithfully comply with all laws, ordinances and regulations, Federal, State or local, which may be applicable to the operations to be conducted hereunder.

11. Other Work: Wherever work being done by the Owner or by other contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.
12. Responsibility of the Engineer: The term "Engineer" wherever used in this Contract shall be the person, firm, corporation or representative of the Owner as its engineering representative of the Owner as its engineering representative during the course of construction. The Owner shall advise the Contractor in writing of the name and address of the Engineer. Notices of any change in the Engineer shall be given in writing by the Owner to the Contractor.

The Engineer shall have full authority to interpret the plans and specifications, and shall determine the amount, quality and acceptance of the work and supplies to be paid for under this Contract and every questions relative to the fulfillment of the terms and provisions therein. Unless otherwise specifically provided in the specifications, all workmanship, equipment and materials incorporated in the work are to be of the best grade of their respective kinds for the purpose.

It shall be the duty of the Engineer to enforce the specifications in a fair and unbiased manner, although he has the right to waive any term of the specifications if that term is found to be unreasonable and inconsistent with the general spirit of the specifications. If a variation from any requirement is allowed, the Engineer shall grant the same in writing with the reasons for his action outlined, and such action will not violate or change the contract in any other manner.

13. Waiver: It is expressly understood and agreed that any waiver granted by the Engineer or the Owner of any term, provision, or covenant of this contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract.

Neither the acceptance of the work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner or any claim which the Owner may have against the Contractor or surety under this contract or otherwise.

14. Superintendence: The contractor shall constantly superintend all the work embraced in this contract in person or by a responsible agent who shall have in writing full authority to act for him and to carry out all the instructions given by the Engineer.
15. Labor Provisions: The Contractor and his subcontractor shall discharge, whenever ordered to do so by the Engineer, any employee who is disorderly or whose conduct in the opinion of the Engineer is detrimental to the prosecution of the work.

No person whose age or physical condition is such as to make its employment dangerous to his health and safety or to the health and safety of others shall be employed on the work, and in no event shall any person under the age of sixteen years be employed.

The work shall at all times be prosecuted under safe working conditions, and the conditions of work shall be subject to inspection and correction by the Engineer or safety inspectors of the Owner.

16. Liability Insurance: The Contractor shall procure and maintain, at his own expense, during the life of this contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the Owner for adequacy of protection and shall contain a provision preventing cancellation without ten days prior notice to the Owner in writing. The liability insurance required in Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting him from all claims for personal injury including death, and all claims for destruction of or damage to property arising out of or in connection with any operations under this contract, whether such operations be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or by a subcontractor under him.

All such insurance shall be written with a limit of liability of not less than \$1,000,000 for damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident, a limit of liability of not less than \$1,000,000 for any such damages sustained by two or more persons in any one accident; a limit of liability of not less than \$100,000 for all damages arising out of injury or destruction of property, including property of the Owner, in any one accident; and a limit of liability of not less than \$100,000 for all damages arising out of injury to or destruction of property, including property of the Owner, during the policy period.

All such insurance shall be written on a comprehensive policy form; and in the event blasting operations are required in the performance of work, shall specifically cover all blasting operations. Certificates evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this contract.

17. Compensation Insurance: The Contractor shall procure and maintain, at his own expense during the life of this contract in accordance with the provisions of the laws of the State of Tennessee, Workmen's Compensation Insurance for all of his employees at the site of the project, and in case any work is sublet, the Contractor shall require each subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

In case any class of employees engaged in work under this contract at the site of the project is not protected under Workmen's Compensation Insurance, the Contractor shall provide and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected. Certificates evidencing the issuance of such insurance shall be filed with the Owner prior to the commencement of any operations under this Contract.

18. Payment for Work Completed: Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the Engineer and approved by the Owner, provided that the Contractor is performing the overall job in a diligent manner. If the work is to be completed in less than 45 days, no partial payment shall be made until all construction is complete. Should the Contractor be derelict in his duty, failing to follow specifications or to make satisfactory progress on the job, partial payments shall be discontinued and no further payments shall be made until these conditions are corrected.

If the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, the Owner shall, upon the certification of the Engineer to that effect and without terminating the contract, make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment except that it shall not constitute a waiver of claim.

19. Payments Withheld: The Engineer may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the Owner from loss on account of:
- (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of the Contractor to make payments properly to subcontractors or for material or labor.
 - (d) A reasonable doubt that the contract can be completed for the balance then unpaid.
 - (e) Damage to another Contractor.
 - (f) Failure of the Contractor to keep his work progressing in accordance with his time schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

20. Measurement of Quantities: The computation of quantities that will be the basis for estimates, both monthly and final, shall be made by the Engineer.
21. Assignment and Transfer of Contract: The contractor shall not assign or transfer this contract or any part thereof or any interest therein without the consent in writing of the Owner and the Contractor's surety and any such assignment or transfer without such written consent shall be null and void.
22. Indemnity: The Contractor shall indemnify and save harmless the Owner, the Owner's agents and employees, from and against all losses and all claims, demands, payments, suits or actions, recoveries and judgments of every nature and description brought or recovered against them by reason or any act or omission of the said Contractor, his agents or employees in the execution of the work or in guarding the same.
23. Subcontracts: The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to the work to insure the fulfillment of all the provisions of this contract affecting subcontractors.
24. Adjustment of Dispute: All questions or controversies which may arise between the Contractor and the Owner, under or in reference to this contract, shall be subject to the decision of some competent person to be agreed upon by the Owner and the Contractor, and his decisions shall be final and conclusive upon both parties. Should the Owner and the Contractor be unable to agree upon such person, a board of three arbitrators shall be chosen, one by the Owner, one by the Contractor and the third by the two so chosen, and the decision of any two of said arbitrators shall be final and binding upon the parties. If either party to the contract neglects or fails for a period of ten (10) days after notice from the other party to designate an arbitrator hereunder, the arbitrator designated by the other party shall have full power to decide the dispute in the same manner as though a board of three arbitrators had been selected. The arbitrators shall decide which party pay the cost of arbitration and final payment to the Contractor shall not be made until the full decision of the arbitrators has been rendered.
25. Protection of Work and Property: The Contractor shall continuously maintain adequate protection of all his work and property and all adjacent property from injury or loss arising in connection with activities under his contract. The Contractor shall make good any such damage, injury or loss except such as may be directly due to errors in the Contract Documents or such as may be caused by agents or employees of the Owner.

The Contractor shall take, use, provide and maintain all necessary precautions, safeguards and protection to prevent accidents or injury to persons or property on, about, or adjacent to the site of the work. The Contractor shall post danger signs warning against any hazards created by the work being done under this contract. He shall designate a responsible member of his organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the Engineer and Owner in writing. In an emergency affecting the safety of life or of the work or adjoining property, the Contractor without special instruction or authorization from the Engineer or Owner, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he must take such action if so instructed or authorized by the Engineer or Owner.

The Contractor shall also protect adjacent property as required by law.

26. Land of Owner, Use of, By Contractor: The Owner shall provide the land upon which the work under this Contract is to be done, and will so far as is convenient, permit the Contractor to use as much of this land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at his cost and expense, any additional land required.
27. Liens: If at any time there shall be evidence of lien or claim for which the Owner might become liable and which is chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to complete indemnification against such lien or claim. In the event the Owner has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the Owner, the Contractor and his surety shall be liable to the Owner for any loss so sustained.
28. Stakes: The Engineer will provide initial field layout for the structures. The Contractor shall at his expense during construction set stakes for lines and grades working from bench marks and reference points as shown on the drawings. No additional compensation shall be provided for this service as it must be included in the unit costs indicated in the bidder's proposal.
29. Preservation of Stakes: The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

30. Inspection: The Contractor shall do no work except in the presence of the Inspector. The Engineer and the Owner shall at all times have access to the work during its construction, and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed and the workmanship are in accordance with the requirements and intentions of the specifications. All work done and materials furnished shall be subject to their inspection and approval. The Engineer may require the Contractor to take out portions of the finished work; in the case such work is found satisfactory, the cost of taking out and replacing plus 15 percent will be paid by the Owner.

The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding with such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the Engineer and the Owner before acceptance.

No work shall be done at night without the previous approval of the Engineer.

31. Minimize Siltation: The Contractor, at his own expense, will be required to minimize siltation and bank erosions during construction and to restore disturbed areas to present or better conditions.
32. Bypassing: The Contractor shall provide necessary pumps and relief lines to avoid bypassing wastewater during construction. Bypassing shall be permitted only upon written consent of the Tennessee Department of Public Health, Division of Stream Pollution Control.
33. Defective Work or Material: The Contractor shall promptly remove from the premises all work and materials condemned by the Engineer as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
34. Other Contracts: The Owner may award other contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his work to that provided under other contracts as may be directed by the Engineer. The Contractor shall be liable for any act which will damage or interfere with the performance of work by any other Contractor.

35. Owner's Right to Take Over the Work: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed to take over his affairs, or if he should fail to prosecute his work with due diligence and carry the work forward in accordance with his work schedule and the time limits set forth in the Contract Documents, or if he should fail to substantially perform one or more of the provisions of the Contract Documents to be performed by him, the Owner may serve written notice on the Contractor and the surety on his performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the Owner bases its right to exercise such remedy.

In any event, unless the matter complained of is satisfactorily cleared within ten days after service of such notice, the Owner may, without prejudice to any other right or remedy exercise one of such remedies, at once, having first obtained a certificate from the Engineer that sufficient cause exists to justify such action.

- (a) The Owner may terminate the service of Contractor, which termination shall take effect immediately upon service or notice thereof on the Contractor and his surety, whereupon the surety shall have the right to take over and perform the contract. If the surety does not commence performance of the contract within ten days after service of the notice of termination, the Owner may itself take over the work, take possession of and use all materials, tools, equipment and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under this contract until the work is completed and accepted. If the Owner takes over the work and if the unpaid balance of the contract price when the Owner takes over the work exceeds the cost of completing the work, including compensation for any damages or expenses incurred by the Owner through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses and damages shall exceed such unpaid balance of the contract price, the Contractor and his surety shall pay the difference to the Owner. Such cost, expenses and damages shall be certified by the Engineer.
- (b) The Owner may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the contractor in doing so, employing such additional help as the Owner deems advisable. In such event the Owner shall be entitled to collect from the Contractor and his surety, or to deduct from any payment then or thereafter due to Contractor, the costs incurred by it through the default of the Contractor, provided the Engineer approved the amount thus charged to the Contractor.

- (c) The Owner may require the surety on the Contractor's bond to take control of the work at once and see to it that all the deficiencies of the Contractor are made good with due diligence. As between the Owner and the surety, the cost of making good such deficiencies shall all be borne by the surety. If the surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the Owner to do so, the provisions of the Contract Documents shall govern in respect to the work done by the surety, the surety being substituted for the Contractor as to such provisions, including provisions as to payment for the work and provisions of this section as to the right of the Owner to do the work itself or to take control of the work.
36. Contractor's Right to Stop Work or Terminate Contract: If the work shall be stopped under an order of any court or other public authority for a period of three months through no act or fault of the Contractor of any one employed by him, then the Contractor may on seven days' written notice to the Owner and the Engineer stop work or terminate this contract and recover from the Owner payment for all work executed, any losses sustained on any plant or material, and a reasonable profit. If the Engineer shall fail to issue any certificate for payment within ten days after it is due, or if the Owner shall fail to pay the Contractor within fifteen days after its maturity and presentation any sum certified by the Engineer, the Contractor may on seven days' written notice to the Owner and the Engineer stop work and give written notice of intention to terminate this contract. If the Owner shall thereafter fail to pay the Contractor within seven days after receipt of such notice, then the Contractor may terminate the Contract and recover from the Owner payment for all work executed, and losses sustained upon any plant or materials and a reasonable profit.
37. Delays and Extension of Time: If the Contractor be delayed at any time in the progress of the work by an act or neglect of the Owner or the Engineer or of any employee of either or by any separate Contractor employed by the Owner or by changes ordered in the work or by strike, lockouts, fire, unusual delays in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continued cause in delay, only one claim is necessary.

This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

38. Right of Occupancy: The Owner shall have the right, if necessary, to take possession of and to use any completed or partially completed portion of the work, if such use be approved by the Engineer even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such portions of the work. The Owner shall not have the right of such possession and use if it materially interferes with the Contractor's operations. The Owner shall also have the right to enter the premises for the purpose of doing work not covered by its contract with the Contractor.
39. Underground Obstructions: The Contractor shall anticipate all underground obstruction such as water lines, gas lines, sewer lines, utility lines, concrete and debris. No extra payment will be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating all underground obstructions.
40. Acceptance: Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the Owner. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.
41. Final Estimates: Upon the completion and acceptance of the work, the Engineer shall issue a certificate that the whole work provided for in this contract has been completed and accepted by him under the conditions and terms thereof, and shall make the final estimate of the work. The final estimate of work must be checked and approved by the Engineer for the Owner; whereupon, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner, shall be said to the Contractor by the Owner in accordance with existing State laws. Before the approval of the final estimate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills and outstanding indebtedness in connection with this contract have been paid.
42. Cleaning Up: Upon completion or termination of the work, the Contractor shall, as directed by the Engineer, remove from the vicinity of the work all equipment and all temporary structures, waste materials, and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. In the event of his failure to do so, the same may be done by the Owner at the expense of the Contractor, and his surety shall be responsible therefor.
43. Guarantee and Correction of Work After Final Payment: Neither the final certificate for payment nor any provisions in the Contract Documents shall relieve the contractor of responsibility for faulty materials or workmanship and, unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work by the Owner. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article shall be decided by the Engineer subject to arbitration.

The Contractor and through him each subcontractor, in accepting the contract for this construction or respective portions of the construction covered by these plans and specifications, does hereby agree to replace and make good, without expense to the Owner, any work or material which may be found to be defective within one year from the date of the final certificate of payment to said Contractor. The deterioration due to ordinary use and normal wear is excepted from this guarantee. This guarantee shall include damage done by settlement of backfills being considered as defective workmanship. Backfilled areas that are unpaved shall be refilled if the filled material settles more than two inches below original grade.

The Contractor shall reimburse the Owner for cost of damage, if any, as well as cost of replacing defective materials or workmanship. If replacements are not made within ten days after notice is given of such defect in workmanship or thirty days in case of materials, then the Owner shall have the right to make replacements and charge cost of same to Contractor or his bondsman.

44. The Contractor shall include in his bid the cost of water used for testing and sterilization.
45. The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 92-54).
46. All Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

This Contract shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

OWNER:

ATTEST:

BLOUNT COUNTY, TENNESSEE

By: _____

(Title)

BY: _____

Jeff Headrick
Blount County Highway Superintendent

BY: _____

Craig Garrett
Attorney for Blount County Government

CONTRACTOR:

BY: _____

Katie Branham Kerr
Blount County Purchasing Agent

BY: _____

TITLE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars

(\$ _____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2018, a copy of which is hereto attached and made a part thereof for the construction of:

**PROPOSED BRIDGE REHABILITATION FOR KINZEL SPRINGS ROAD OVER LITTLE RIVER,
BLOUNT COUNTY – BID NO. 2017-2474.**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in *three (3) counterparts*, each one of which shall be deemed an original, this the _____ day of _____ 2018.

ATTEST

PRINCIPAL

(Principal) Secretary

BY: _____

S E A L

(Witness to Principal)

(Address)

(Address)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, the penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____ 2017, a copy of which is hereto attached and made a part hereof for the construction of:

PROPOSED BRIDGE REHABILITATION FOR KINZEL SPRINGS ROAD OVER LITTLE RIVER,
BLOUNT COUNTY – BID NO. 2017-2474.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such Contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries of claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the CONTRACT not increasing the CONTRACT price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this BOND and whether referring to this BOND, the CONTRACT or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDE, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original, this the ____ day of _____, 2018.

ATTEST:

(Principal)

(Principal Secretary)

S E A L

By _____

(Address)

(Witness as to Principal)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

By _____

(Attorney-in-Fact)

(Address)

(Address)

ATTACH POWER OF ATTORNEY

FOR

PAYMENT BOND

TO THIS PAGE

TECHNICAL SPECIFICATIONS

Technical Specifications:

The Tennessee Department of Transportation, Bureau of Highways, Nashville, Tennessee Standard Specifications for Road and Bridge Construction January 1, 2015, and Special Provisions will be used as the technical specifications for this project.

All testing, sampling and inspection of materials shall be paid for by the Contractor and it shall be the Contractor's responsibility to take said samples to an independent laboratory and obtain the results and reports of the test results.

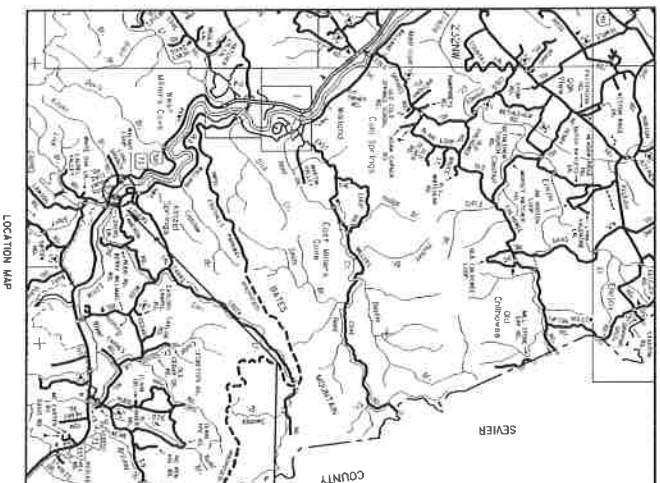
BRIDGE REHABILITATION

BLOUNT COUNTY, TENNESSEE

KINZEL SPRINGS ROAD OVER LITTLE RIVER

BRIDGE LOCATION NO. 05-NFA A563-0.01

BRIDGE NO. 050A5630001



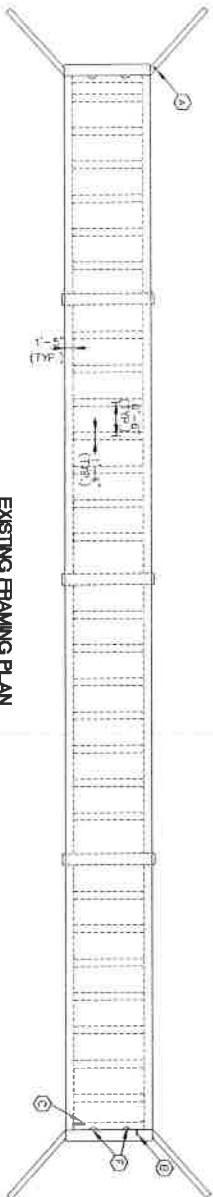
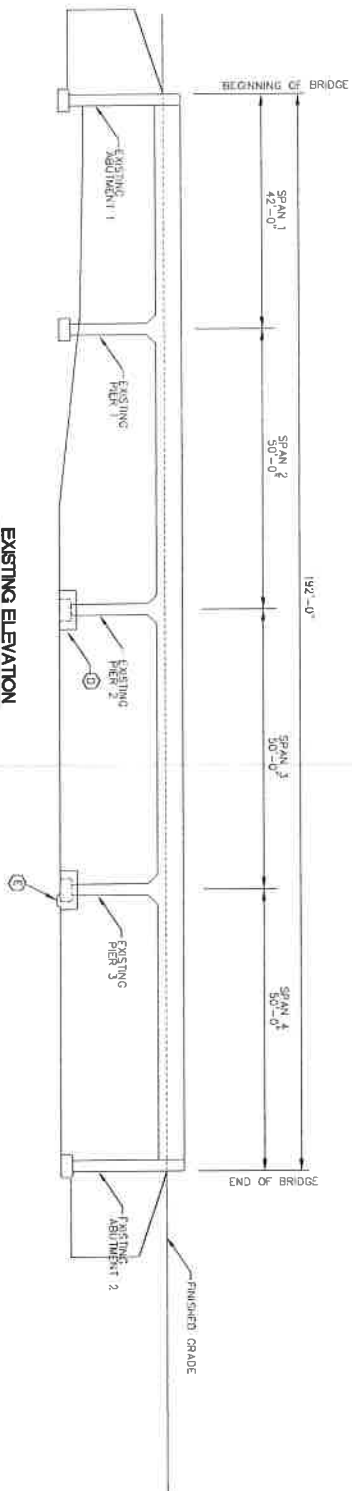
BRIDGE SEQUENCE NO. 050A563001

LOCATION MAP

ROBERT G. CAMPBELL & ASSOCIATES, L.P.
CONSULTING ENGINEERS
KNOXVILLE, TENNESSEE



LIST OF DRAWINGS		LATEST REV. DATE	
TITLE	DRAWING NO.	REV.	DATE
BRIDGE REPAIR LAYOUT	5-1		
GENERAL NOTES & ESTIMATED QUANTITIES	5-2		
REPAIR DETAILS	5-3		



ROBERT G. CAMPBELL & ASSOC., L.P.
CONSULTING ENGINEERS
KNOXVILLE, TENNESSEE

CD WILLARD JEWELL CONSULTING ENGINEERS
BRIDGE LOCATION: I-75 OVER I-40
BLANT COUNTY, TENNESSEE

BRIDGE REPAIR LAYOUT

DESIGNED BY	CHECKED BY	SCALE	SHEET 1
WLD	DATE	AS SHOWN	S-1
AEU	2/22/16	201604	OF 3

[illegible]

- REMOVE CONCRETE IN ALL DELAMINATED AREAS TO A DEPTH OF 3/4" BELOW THE TOP BARS OF THE TOP LAYER OF REINFORCING STEEL. ALL REINFORCING STEEL IN AREAS OF DECK REMOVAL SHALL BE COMPLETELY CLEANED OF AREAS OF CONCRETE REMOVAL SHALL BE DESIGNATED BY THE ENGINEER.
- INSPECTIONS TO DETERMINE AREAS OF DECK REMOVAL SHALL BE SCHEDULED WITH THE ENGINEER. AFTER THE ASPHALT IS REMOVED, DECK REPAIR WILL BE AND UNDER ITEM NO. 604-10.50 BRIDGE DECK REPAIR (PARTIAL DEPTH OF SLAB) AND ITEM NO. 604-10.50 BRIDGE DECK REPAIR (FULL DEPTH OF SLAB). DURING PARTIAL DEPTH REPAIRS, SHOULD DEGRADED CONCRETE BE ENCOUNTERED WHICH APPEARS TO RUN FULL DEPTH IN THE SLAB, THE ENGINEER MAY DESIGNATE THESE AREAS TO BE REPAIRED UNDER ITEM NO. 604-10.50. POWER DRIVEN NAIL TOOLS USED FOR THE REMOVAL OF UNSOUND CONCRETE IN MAKING FULL AND PARTIAL DEPTH REPAIRS ARE SHOWN IN THE FOLLOWING REVISIONS:
1. PARTIAL DEPTH REPAIRS - PNEUMATIC HAMMERS HEAVIER THAN A 50-POUND CLASS SHALL NOT BE USED
 2. FULL DEPTH REPAIRS - PNEUMATIC HAMMERS HEAVIER THAN A 50-POUND CLASS SHALL NOT BE USED
- ALSO, ALL DECK REPAIR OVER BEAMS WILL BE REFINISHED TO A 75-POUND PNEUMATIC HAMMERS.
3. CHIPPING HAMMERS OF THE 15-POUND CLASS SHALL BE USED TO REMOVE CONCRETE FROM BENEATH ANY REINFORCING STEEL.
- ALL CONCRETE USED FOR PARTIAL AND FULL DEPTH SLAB REPAIRS SHALL BE HIGH EARLY STRENGTH CONCRETE, WITH A COMPRESSIVE STRENGTH OF 3000 PSI AT 18 HOURS
- NOTE: See Foundation Preparation Note this Sheet.

Specifications: Standard Road and Bridge Specifications for the Tennessee Department of Transportation (January 1, 2012 Edition).

Location: 15 TMS

Design Specification: *ASPHALT PAVEMENT* Edition, 2014 with *materials and the 2011 MSASHC* with an *Accretion Coefficient of 0.003* (for design) and *interior*; *Sealing Performance* Section 609.02.

Concrete: To be Class 3rd (test in place) for 2,000 psi, except as noted otherwise.

To be placed in place; each shall be in accordance with Section 609 of the Standard Specifications.

Bridge Deck Surface Finish: To be in accordance with Note A, in Article 604-22 of the Standard Specifications.

Shop Drawings: See Section 105.02 of the Standard Specifications.

Reinforcing Steel: To be ASTM A615 Grade 60. See Section 604 and 307 of the Standard Specifications.

ROBERT G. CAMPBELL & ASSOC., L.P.
CONSULTING ENGINEERS
KNOXVILLE, TENNESSEE

OLD WALL AND HIGHWAY CONNECTION OPEN LITTLE INVESTMENT
DOES LOCATION IN FLORIDA COUNT

GENERAL NOTES & ESTIMATED QUANTITIES

DISC NO WLD	COLLECTED BY	SCALE N/A	SHEET 2
DRAWN BY	DATE	FILE NO	S-2

CONCRETE REPAIR NOTES FOR WINDOW CRACK AND FLOOR BEAM SPALL

CONFLICT-REMOVAL

- [illegible]

PHILIP H. KREMLING, JR.

1. REMOVE EXISTING EXPOSED BARS (LATER OR PREPENDING TO START OF DEMOLITION WORK). THESE BARS ARE TO BE REINFORCED AND REINFORCING BARS SHALL BE INSTALLED IN THE SAME PATTERN AS THE EXISTING BARS. THE REINFORCING SECTION REMAINING SHOULD BE CLEANED TO REMOVE STEEL, PRIOR TO INSTALLATION OF THE REPAIR MORTAR.
2. WHERE 1/2 OR MORE OF DIAMETER OF REINFORCING STEEL IS EXPOSED EITHER BY EXISTING CORROSION OF CONCRETE REINFORCEMENT, OR IS DAMAGED BY COLLAPSE OF CONCRETE, THE EXPOSED STEEL SHALL BE REINFORCED TO PROVIDE A MINIMUM 3/4" MIN. CLEARANCE. REMOVE EXISTING REINFORCEMENT OF STEEL AND A NEW REINFORCEMENT LATCH.
3. REINFORCING REINFORCEMENT SHALL BE COLD CHAINED BY WELDED BARS CHAINED TO SOUND CONCRETE AT THE EDGE OF THE REPAIR BOUNDS.

CONCRETE PREPARATION AND CLEANING

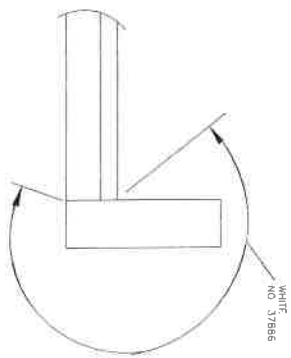
1. AGES TO REPAIR CONCRETE REPAIR SHALL BE STRUCTURALLY SOUND AND FREE FROM DETACHED CONCRETE, DUST, OIL, OILS, LOOSELY CONCRETE, PLANT OIL, ETHEROGENIC LANTANE, AND OTHER CONTAMINANTS AND SHALL HAVE A MINIMUM CONCRETE SURFACE PROOF (CSP) FOLLOW TO THAT RECOMMENDED BY THE REPAIR MANUFACTURER PER ACI 308.1-97.

ALBERT EINSTEIN: "THEORY OF SPECIAL RELATIVITY"

1. MARK AND A. J. REPAIR MODIES PER MANUFACTURER'S RECOMMENDATIONS WITHIN THE OPEN TIME OF THE PRODUCT. SHOULD COAT ON ANY REMAIN, REPAIRS MUST BE MADE TO LEVEL OF SURROUNDING CONCRETE SURFACE UTILIZING TECHNIQUES RECOMMENDED BY THE MANUFACTURER.
2. FILLING AND REPAIRS TECHNIQUES MUST BE PROPERLY APPLIED TO AVOID WEARABLE PROPER CURING PROCEDURES ARE IMPORTANT TO ENSURE THE DURABILITY AND QUALITY OF THE REPAIR. FOLLOW MANUFACTURER'S RECOMMENDATIONS ON CURING COMPOUNDS AND ADEQUATE ENVIRONMENTAL CONDITIONS (LIMITS).
- 3.

CONCEAL THE FAIR MICHIGANS

- CONTRACTORS MUST SUBMIT TO THE ENGINEER FOR APPROVAL THE CHEMISTS' REFERENCE ANALYSIS. THEY MUST ALSO SUBMIT TO THE ENGINEER FOR APPROVAL THE FOLLOWING PRODUCTS AND PROVIDE AS POSSIBLE APPROVED REPAIR MATERIALS BUT ARE NOT INTENDING TO BE EXCLUSIVE:
1. VERTICAL - THE ECLAD SURFACE CHALKERS
 2. EUCAPACON - THE ECLAD CHEMICAL COMPANY
 3. ECLAD 223 - ECLAD CORPORATION
 4. DATA REPAIR 944 - DATA CORPORATION
 5. DATA 123 ECLAD - DATA CORPORATION

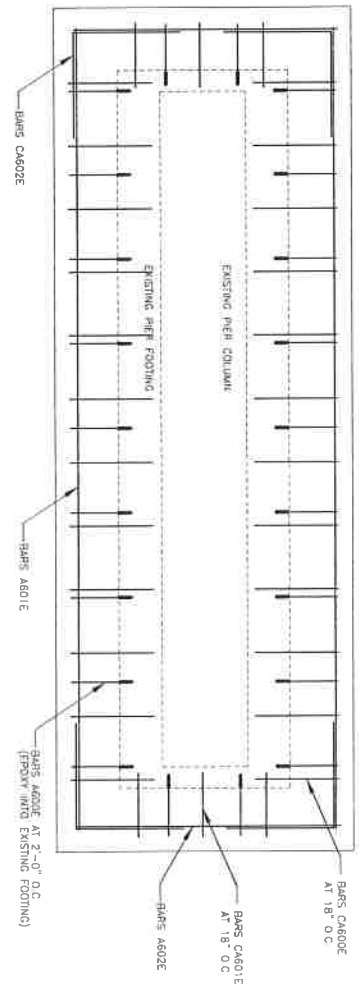
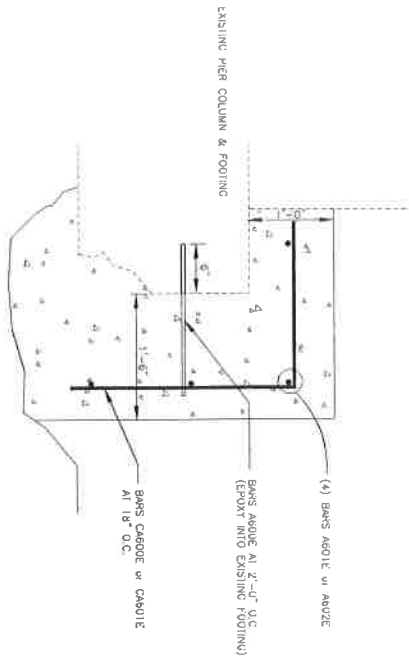


APPLIED TEXTURE FINISH SKETCH

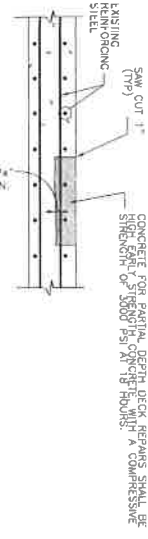


2/22/16

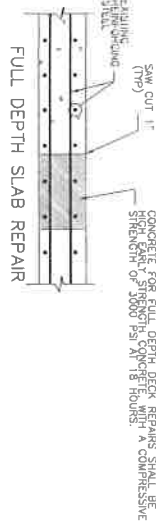
5-2



PIER FOOTING STABILIZATION



PARTIAL SLAB REPAIR



FULL DEPTH SLAB REPAIR



DATE: 8/21/2014
 DRAWN BY: J. CAMPBELL
 CHECKED BY: J. CAMPBELL
 PROJECT: ROBERT G. CAMPBELL & ASSOC., L.P.
 CONSULTING ENGINEERS
 KNOXVILLE, TENNESSEE

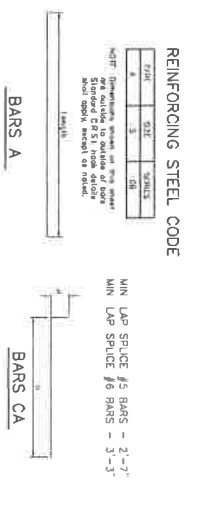
OLD HULL COUNTY, TENNESSEE
 PROJECT: ROBERT G. CAMPBELL & ASSOC., L.P.
 CONSULTING ENGINEERS
 KNOXVILLE, TENNESSEE

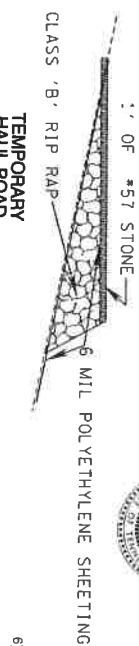
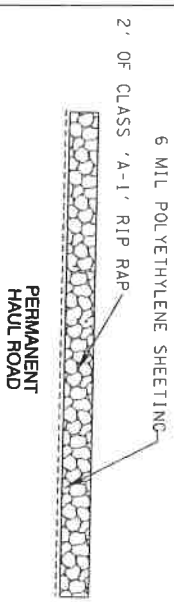
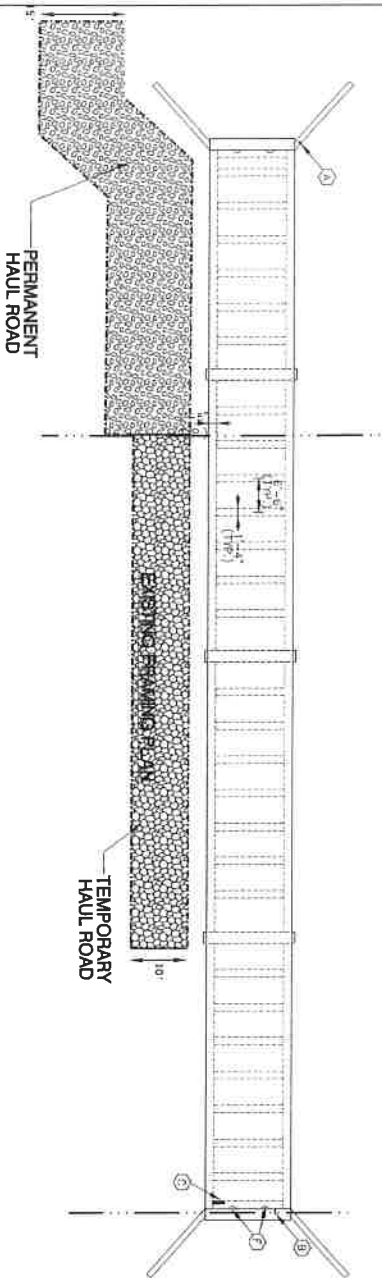
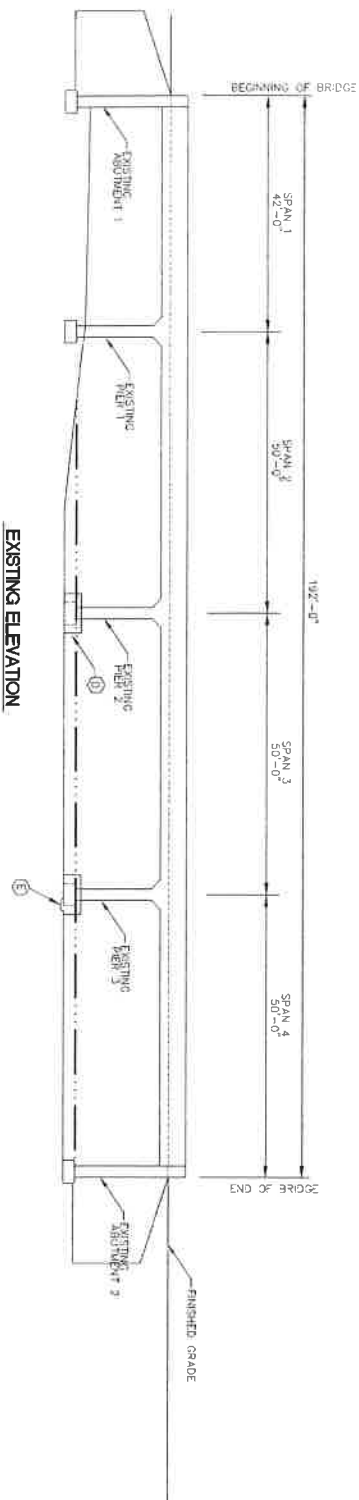
REPAIR DETAILS

DESIGNED BY: J. CAMPBELL
 CHECKED BY: J. CAMPBELL
 DATE: 2/22/16
 SCALE: AS SHOWN
 SHEET: 201604 OF 3

NOTE: PER EACH (PIERS #2 AND #3)

BILL OF STEEL									
SUPERSTRUCTURE									
BAR	LOCATION	SIZE	NUMBER	SPACING	LENGTH				
CA602E	FOOTING	6	8	2'-0"	4'-0"				
CA602E	FOOTING	6	18	2'-0"	1'-0"				
CA602E	FOOTING	6	12	3'-0"	1'-0"				
CA602E	FOOTING	6	7	3'-0"	1'-0"				
CA602E	FOOTING	6	8	3'-0"	1'-0"				
CA602E	FOOTING	6	8	3'-0"	1'-0"				





ESTIMATED ROADWAY QUANTITIES				KNOTS SPRINGS ROAD OVER LITTLE RIVER BRIDGE	
				100' OF LONG X 15'-0" REMEDIATION OF BRIDGE	
				CY	
				TON	
1) TOTAL DISTURBANCE				100	100
2) TOTAL DISTURBANCE				100	100
3) TOTAL DISTURBANCE				100	100
4) TOTAL DISTURBANCE				100	100
5) TOTAL DISTURBANCE				100	100

1) INCLUDES ALL MATERIAL FROM THE TEMPORARY HAUL ROAD INCLUDING RIP-RAP, STONE AND SHEETING.

NOTES:

- 1) GENERAL ARAP PERMITS: MAINTENANCE ACTIVITIES
- 2) TOTAL DISTURBANCE IS LESS THAN ONE ACRE.
- 3) MATERIAL FOR TEMPORARY HAUL ROAD SHALL BE CLEAN ROCK FREE OF FINES, SOILS, OR OTHER WASTES
- 4) MATERIALS USED IN MAINTENANCE ACTIVITIES SHALL BE FREE OF CONTAMINANTS, TOXIC POLLUTANTS, HAZARDOUS SUBSTANCES, WASTE METAL, CONSTRUCTION DEBRIS, AND OTHER WASTES.
- 5) a) APPLY TEMPORARY SEEDING WHENEVER GRADING OPERATIONS ARE TEMPORARILY HALTED FOR OVER 14 DAYS AND FINAL GRADING OF EXPOSED SURFACES IS TO BE COMPLETED WITHIN ONE YEAR.
b) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
c) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
d) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
e) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
f) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
g) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
h) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
i) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
j) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
k) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
l) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
m) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
n) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
o) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
p) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
q) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
r) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
s) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
t) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
u) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
v) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
w) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
x) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
y) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
z) APPLY PERMANENT SEEDING TO SOIL STOCKPILES
- 6) EROSION AND SEDIMENT CONTROL MEASURES AND BMPs INCLUDED WITH THESE PLANS ARE THE MINIMUM. ADDITIONAL MEASURES MAY BE REQUIRED.



PROJECT NAME: KNOTS SPRINGS ROAD OVER LITTLE RIVER BRIDGE		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT LOCATION: KNOTS SPRINGS ROAD OVER LITTLE RIVER BRIDGE		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT DESCRIPTION: KNOTS SPRINGS ROAD OVER LITTLE RIVER BRIDGE		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT OWNER: KNOTS SPRINGS ROAD OVER LITTLE RIVER BRIDGE		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT ENGINEER: ROBERT G. CAMPBELL & ASSOC., L.P.		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT ENGINEER: KINZEL SPRINGS ROAD OVER LITTLE RIVER		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT ENGINEER: BLOUNT COUNTY, TENNESSEE		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	
PROJECT ENGINEER: DETAILS AND QUANTITIES		DATE: NOV. 2017		SCALE: AS SHOWN		SHEET: 5	

DIVISION I

Bid-Envelope Cover –
Required with bid submittal

Terms and Conditions

Insurance Checklist

Certificate of Liability Insurance Sample –
COI required from successful bidder

Drug-Free Workplace Affidavit –
Required with bid submittal if 5 or more employees
If not applicable, return form stating N/A

Business Tax and License Affidavit –
Required from successful bidder

W-9 Form –
Page 1 required from successful bidder

Title VI Form –
Voluntary submittal

BID ENVELOPE COVER PAGE
(Complete and attach to the outside of sealed bid)



To: Blount County Purchasing Department
Blount County Courthouse, Room 319
385 Court Street
Maryville, TN 37804-5906

BID NO:	2017-2476	
PROJECT	RGC Project #15065 Proposed Bridge Rehabilitation – Kinzel Springs over Little River	
BID DEADLINE DATE AND TIME:	December 12, 2017, 1:00 p.m. EST	
CONTRACTOR:		
ADDRESS:		
CITY/ST/ZIP:		
TN CONTRACTOR LICENSE NO:		LICENSE CLASSIFICATION(S):
EXPIRATION DATE:		LICENSE LIMITATION(S): \$
List below the Subcontractors to be used on this project, or check "N/A" if no subcontractors are to be used.		
ELECTRICAL <input type="checkbox"/> N/A	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
HVAC <input type="checkbox"/> N/A	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
GEO THERMAL <input type="checkbox"/> N/A	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
MASONRY <input type="checkbox"/> N/A	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
PLUMBING <input type="checkbox"/> N/A	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:

Bridge Rehabilitation – Kinzel Springs over Little River

Terms And Conditions of the Invitation To Bid

1. Addenda

No modifications to the Invitation to Bid (ITB) shall be binding upon the County unless made in writing by formal addendum by an authorized representative of the Blount County Purchasing Department. Bid addenda, if issued, are posted on the County's website: <https://blounttn.ionwave.net/login.aspx>. Prior to submitting a bid, it is the responsibility of the bidder to ascertain that they have received all addenda issued and bid accordingly. Addenda issued later than 48 hours prior to bid deadline, excluding weekends and legal holidays, will result in the bid deadline being extended.

2. Availability of Requested Items

Bidders must accept responsibility for verifying availability of specified items prior to submission of bid. If specified items are discontinued, replaced or will not be available for an extended period of time, bidder shall notify the County no less than 96 hours prior to the bid deadline, excluding weekends and legal holidays.

3. Award

The right is reserved, as the interest of the County may require, to reject any and all bids and to waive any informality in bids received. The County reserves the right to: make an award on all items or on any of the items; award for an item quantity less than the quantity bid upon unless qualified by specific limitation of the bidder; make multiple awards; or to not award this bid. Contract award, if made, shall be to the responsive, responsible bidder submitting the lowest and best bid. (*Responsive Bidder* is defined as a contractor, business entity or individual who has submitted a bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance. *Responsible Bidder* is defined as a contractor, business entity or individual who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.) In the event tie bids are totally equal, selection shall be made by publicly witnessed drawing of lots. Disputes arising from the award of this bid must be submitted in writing to the Blount County Purchasing Agent and received no later than seven (7) calendar days from contract award date.

4. Bid Acceptance

Bid prices quoted shall be held firm and subject to acceptance by the County for a period of 60 calendar days from the bid deadline, unless bidder indicates otherwise in their bid. If awarded the bid within the time frame specified, bidder agrees to furnish all supplies/services described or specified at the prices and delivery time quoted.

5. Bid Deposits

The bid submittal must include a bid deposit in the form of a bond or cash bond in the amount of 5% of bid amount made payable to the Blount County Trustee, for the measure of the liquidated damages which the County will sustain and the proceeds thereof will become property of the County if for any reason the bidder:

(A) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement, evidencing the contract, has been signed and delivered to the County, whether or not the bidder at the time of such withdrawal has been designated as a successful bidder or

(B) Upon receipt of letter of intent, fails to properly sign and deliver to the County within ten (10) business days a Performance Bond and a Payment Bond, if required.

The bidder further agrees that the County will have the right to retain the bid deposit for a period of 60 days from the date of the opening of the bids. The bidder does further agree the amount of the bid deposit stated herein to be firm for the above named period. At the expiration of said time, or earlier at the option of the County, said bid deposit will be returned to the bidder unless it has become the property of the County as liquidated damages for one of the reasons stipulated.

6. Compliance with Applicable Laws

The bidder shall comply with all laws relating to the manufacture, sale and purchases of items or services by County Governments insofar as they pertain to the purchase made under this contract.

7. Conflict of Interest

No employee, officer or agent of Blount County shall participate in the selection, or award of, or administration of a contract if a conflict of interest, real or apparent, would be involved. The County's employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

By submission of its proposal, Contractor covenants that it has no public or private interest, nor shall acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its contractual services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Blount County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.

8. Declarative Statements

Statements or words such as must, shall, or will are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

9. Delivery

Delivery will be F.O.B. Destination unless otherwise specified in this ITB. This will apply to regular and normal stock items and special items which must be ordered direct from manufacturer. All transportation charges shall be paid by the seller.

To insure adequate service level to the people, Blount County requires that all goods or services ordered will be delivered when specified. Time is, therefore, the essence of this contract. If delivery is not made or service performed at the time agreed upon, the County reserves the right to cancel the order and purchase elsewhere and hold seller accountable therefore. Repeated instances of not meeting the stated delivery time will be just cause for termination of the contract.

10. Federal Tax and State Sales Tax

Purchases by the County are not subject to any state sales or federal excise taxes. Exemption certificates shall be furnished by the County upon the Contractor's request.

11. Iran Divestment Act

Public Chapter 817 Iran Divestment Act SB 377 – HB 261 enacts the Iran Divestment Act, 12-12-101 et seq., requiring the state chief procurement officer to publish and keep updated on its website a list of persons it determines engage in investment activities in Iran. Persons on that list are ineligible to contract with the state or any political subdivision. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106. If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. The political subdivision may make an exception and award the bid if (1) the investment activities in Iran occurred before July 1, 2016, have not been expanded or renewed on or after July 1, 2016, and the bidder is implementing a formal plan to cease the investment activities in Iran and refrain from engaging in any new investments there, or (2) the political subdivision determines in writing that the goods or services are necessary and, absent and exemption, the political subdivision would be unable to obtain the goods or services.

Bridge Rehabilitation – Kinzel Springs over Little River

Terms And Conditions of the Invitation To Bid

12. Late Bids

It is the responsibility of the bidder to deliver their bid or bid modification on or before the bid deadline date and time. Modifications cannot be made to the bid after the bid deadline. The time of record for written bids will be the date/time stamp of the Blount County Purchasing Department. Late bids will not be considered or returned.

13. Litigation

It is the responsibility of the bidder to disclose information regarding any current or pending litigation that its company or principals have been involved with for the last 5 years. This responsibility shall continue throughout the term of the contract.

14. Modification or Withdrawal of Bids

(A) **Electronic bid submittals:** Prior to the bid submittal deadline, bidders may modify or extract their electronic bid.

(B) **Written bid submittals:** Written bids may be modified or withdrawn prior to the bid submittal deadline by a signed written notice to Blount County Purchasing or in person by an authorized vendor representative. A vendor representative making a modification in person shall have proper identification and shall initial the change. The vendor representative shall sign a receipt for the withdrawal of a bid. An electronic notice with an authorized signature would be acceptable for bid modification or withdrawal. It is the vendor's responsibility to confirm receipt of the modification or withdrawal. The electronic communications shall not reveal the bid price but shall provide the addition, subtraction or other modifications so that the final prices or terms will not be known by the County until the sealed bid is opened.

15. Non-Collusion

The requirements of State and Federal Antitrust Law, as well as the terms and conditions of this ITB, require that all decisions made as to matters concerning this bid be made on an individual firm basis. By signing this bid, the bidder certifies that no company employees, agents, or representatives colluded in any respect with any other person or firm as to the terms and conditions of the company's bid. Any concerted activity with respect to this bid will be reported to the Antitrust Division of the Office of the Attorney General, State of Tennessee.

16. Notification to County

If no bid is to be submitted in response to this ITB, it is not necessary to return the Invitation; however, notice should be given to the County if the recipient wishes to remain on the County's vendor list for future solicitations.

17. Performance and Payment Bonds

The successful bidder will be required to furnish the County a Performance Bond and Payment Bond equal to 100% of their bid amount. Bonds may also be in the form of cash, bank letter of credit, or certified check made out to the Blount County Trustee. Bonds must be provided to the Blount County Purchasing Department within ten (10) business days from receipt of notice of intent to award contract. The bond, in part or all, is to be forfeited to the County in the event that the terms of the Contract are not met in total by the successful bidder.

18. Preparation of Bids

(A) Bidders are expected to examine all bid documents. Failure to do so will be at the bidder's risk.

(B) Each bidder shall furnish all information required by the Invitation. Bids that are incomplete or submitted on forms other than the specified forms may be deemed non-responsive.

(C) Unit price shall include freight unless otherwise specified in the Invitation. In case of discrepancy between any unit price and an extended price, the unit price shall govern.

(D) Alternate bids for supplies or services other than those specified will not be considered unless authorized by the Invitation.

(E) Bidders must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the Invitation.

(F) Delivery time, when stated as a number of days, will include Saturdays, Sundays, and holidays.

(G) Bidders are cautioned to check their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to honor their pricing or be subject to disqualification for award.

(H) The bidder shall sign written bid submittals; erasures or other changes shall be initialed by the person signing the offer.

19. Public Information

The vendor understands that any material supplied to the County may be subject to public disclosure under the Tennessee Open Records Act, T.C.A. §§ 10-7-501 et seq.

20. Qualifications of Bidders

The County may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

21. Restrictive or Ambiguous Specifications

It is the responsibility of the prospective bidder to notify Blount County Purchasing if there is a question as to the specifications or bidding procedures being formulated in a manner that would unnecessarily restrict competition. Any such question must be received no less 96 hours prior to the bid deadline, excluding weekends and legal holidays. These requirements also apply to specifications or procedures that are in error or ambiguous.

22. Subcontracts

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to and approved by the County.

23. Submissions of Bids

(A) Blount County does not accept bids by facsimile or email.

(B) **Electronic bids:** Bidders may obtain and submit bids electronically by registering with Blount County, TN at <https://blounttn.ionwave.net/login.aspx>. Per T.C.A. § 62-6-119, bids for construction projects exceeding \$25,000.00 must include the required license information for the prime contractor and, if applicable, subcontractor(s) with the bid submittal. This requirement shall apply to masonry contracts exceeding \$100,000.00.

(C) **Written bids:** Bids shall be enclosed in a sealed envelope and addressed to the Blount County Purchasing Department, 385 Court Street, Maryville, Tennessee 37804-5906. The name and address of the bidder shall be identified on the face of the envelope along with the bid number and title. Per T.C.A. § 62-6-119, bids for construction projects exceeding \$25,000.00 must include the required license information for the prime contractor and, if applicable, subcontractor(s) on the bid envelope. This requirement shall apply to masonry contracts exceeding \$100,000.00.

(D) See Clause 14 under Terms and Conditions of the Invitation to Bid regarding bid modifications or withdrawal.

(E) Samples of items, when required, must be submitted within five (5) calendar days and at no expense to the County unless otherwise specified by the County. If not consumed by testing, samples will be returned at bidder's request and expense unless otherwise specified in the Invitation.

(F) The bidder must comply with all bid instructions and provide sufficient detail for the response to be properly evaluated. Any deficiencies in this regard will be determined by the County Purchasing Agent to be either a defect that the Agent can waive or that the response can be sufficiently modified to meet the bid requirements.

~End Section~

Bridge Rehabilitation – Kinzel Springs over Little River

Terms and Conditions of Purchase

1. Acts of God

Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.

2. Appropriation

In the event no funds are appropriated by Blount County for the goods and services specified in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever comes first, with no further obligations owed to or by either party.

3. Bankruptcy or Insolvency

In the event of any voluntary or involuntary proceedings by or against either party in bankruptcy or insolvency, or for the appointment of a receiver, trustee or an assignee for the benefit of creditors of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the County may cancel this contract or affirm the contract and hold the seller responsible for damages.

4. Contract

Any changes hereto or supplemental contract documents must be in writing and accepted by both parties. The County Purchasing Agent is the agent of the County with authorization to modify the contract. Any supplemental contract must be signed by the County Purchasing Agent and approved as to form by the attorney for Blount County, TN. These signature lines are to be included on contract documents submitted to the County.

Authorization to furnish goods/services will be made via purchase order signed by the County Purchasing Agent and Finance Director or other designated personnel.

5. Definitions

(A) The "County" is Blount County, Tennessee, and includes its designated representatives.

(B) The "Contractor" is those mentioned as such "contractor, seller, vendor, supplier", in the contract and includes their designated representatives.

(C) The "Specifications" includes instructions to bidders, the terms and conditions of purchase, the definitions and the technical specifications of the work.

(D) A "Subcontractor" is a person, firm or corporation having a contract with the Contractor to furnish labor and materials or both, or who performs services of the project.

(E) "Calendar Days" are consecutive days, as occurring on a calendar, without regard to the day of the week, month, year, or holidays.

(F) The National Institute of Governmental Purchasing (NIGP) Online Dictionary of Procurement Terms, at www.nigp.org, will govern on questions as to any other definition in this contract.

6. Equal Opportunity

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

7. Governing Law and Venue

Any contract awarded or agreement entered into as a result of this bid shall be governed and interpreted pursuant to the laws of the State of Tennessee, without regard to conflict of law principles. Such

contract shall govern the construction, interpretation and performance of any such contract or agreement. Further, any and all legal proceedings or litigation arising out of or in conjunction with any such contract or agreement reached as a result of this bid, shall have venue lie in Blount County, Tennessee, and any such legal proceeding shall be brought in Blount County, Tennessee. The successful bidder agrees to the jurisdiction of the Blount County, Tennessee, courts.

8. Indemnification and Insurance

Contractor agrees to carry liability and Worker's Compensation insurance satisfactory to the County and to indemnify the County against all liability, loss and damage arising out of any injuries to persons and property caused by the Contractor, his employees or agents. The Contractor will furnish written evidence of such insurance coverage if requested.

Any and all obligation of Blount County to provide indemnification is subject to the limits of liability set forth in the Tennessee Government Tort Liability Act found at T.C.A. § 29-20-101 et. seq. and Blount County's obligation to provide indemnification is limited to the limits of liability set forth for a governmental entity under said Act.

9. Independent Contractor

Contractor shall acknowledge that it and its employees serve as independent contractors and that Blount County shall not be responsible for any payment, insurance, or incurred liability.

10. Inspection and Acceptance

The Contractor shall be responsible for all material or service until they are delivered and accepted. No material or service received by the County pursuant to this contract shall be deemed accepted until the County has had reasonable opportunity to inspect said material or service. All material discovered to be defective or does not conform to any warranty of the seller herein, upon initial inspection or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the County's discount privileges or exclude any other legal, equitable or contractual remedies the County may have therefore. Performance of services shall be completed to the County's satisfaction.

11. Invoices

Invoices shall be submitted to the physical address or email address as stated in ITB or noted on Purchase Order. Invoices shall contain the following information: purchase order number, item number, contract description of supplies or services, quantities, unit prices and extended totals. Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.

Any language contained on any invoice, shipping order, bill of lading or other document furnished by the seller at any time and the acceptance by the County of any goods/services to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the County of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Invitation. Any different or additional terms contained in the seller's acceptance are hereby objected to.

12. Limitations of Liability

In no event shall Blount County be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Blount County has been advised of the possibility of such damages.

13. Litigation

It is the responsibility of the bidder to disclose information regarding any current or pending litigation that its company or principals have been involved with for the last 5 years. This responsibility shall continue throughout the term of the contract.

Bridge Rehabilitation – Kinzel Springs over Little River

Terms and Conditions of Purchase

14. Notice and Service Thereof

Any notice to any contractor from the County relative to any part of this contract will be in writing and considered delivered and the service thereof complied when said notice is posted with said contractor or his authorized representative.

15. Packaging

The County will not be liable for any charges for packaging, crating, carting, drayage, or storage in excess of the purchase price of this order unless stated otherwise herein.

16. Patents

The seller guarantees that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and seller covenants that he will, at his own expense, defend every suit which may be brought against the County, or those selling or using the County's product (provided seller is promptly notified of such suit and all papers therein are delivered to the seller) for any alleged infringement of any patent by reason of the sale or use of such articles and seller agrees that he will pay all costs, damages and profits recovered in any such suit.

17. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such assertion or correction.

18. Quantities

The County assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the County's rejection and return at seller's expense.

19. Registration

Vendors may register with Blount County Purchasing under Vendor Registry on the Blount County Purchasing Department website at <https://blounttn.ionwave.net/login.aspx>. Upon completion, it is the responsibility of the vendor to keep their information current on this same website. Blount County may request that the vendor registration be completed prior to contract award.

20. Remedies

Blount County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to, rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

21. Right to Inspect

Blount County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied.

22. Severability

If any provision of this Contract is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

23. Termination of Contract

If the Contractor or any of his subcontractors fails to perform or comply with any provision of this contract, the County may consider such failure or noncompliance a breach of contract and reserves the right to terminate the contract at any time, in whole or in part, in the sole judgment and discretion of the Purchasing Agent. Blount County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Blount County shall constitute a waiver

of any such rights or remedies. If the contract is so terminated, the County may purchase, upon such terms and in such manner as the County Purchasing Agent may deem appropriate, supplies or services similar to those so terminated and the Contractor will be liable for excess cost occasioned thereby. In the event the contract is terminated by the County for due cause, the vendor may be barred from bidding on County contracts for a period of 12 months.

24. Warranty

The seller expressly warrants that all goods and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the County and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of said goods or work or by payments for them.

~End Section~



BLOUNT COUNTY PURCHASING DEPARTMENT INSURANCE CHECKLIST

Vendor understands and agrees to confirm to these insurance requirements if given notice of intent to award this contract. The successful Vendor shall obtain and keep in force for the term of the project, workman's compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Proposer or any employee or subcontractor of Proposer.

		<u>Coverage Required:</u>	<u>Minimum Limits Required:</u>
<input checked="" type="checkbox"/>	1.	Workers' Compensation & Employer's Liability	Statutory Limits \$100,000 per occurrence, \$100,000 disease, \$500,000 annual aggregate
<input checked="" type="checkbox"/>	2.	Commercial General Liability to include Contractual Liability, XCU, Personal Injury Perils, Products Liability and Completed Operations Liability.	\$1,000,000 per occurrence, \$2,000,000 annual aggregate
<input type="checkbox"/>	3.	Business Auto Liability, Personal Injury. (Symbol 1)	\$1,000,000 combined single limits
<input type="checkbox"/>	4.	Professional Liability	\$1,000,000 per occurrence \$3,000,000 annual aggregate
<input type="checkbox"/>	5.	Excess Umbrella Liability with Contractor's Form, including Excess Employers' Liability Coverage.	\$1,000,000 excess of above coverage \$5,000,000 for large projects or high risk
<input type="checkbox"/>	6.	Builder's Risk	<input type="checkbox"/> Installation Floater
<input checked="" type="checkbox"/>	7.	Vendor's insurance policy shall be endorsed to show <i>"Blount County Government"</i> named as additional insured on all required liability insurance. The above shall be named as loss payee on all types of required property insurance and for which any political subdivision of Blount County has an insurable interest.	
<input checked="" type="checkbox"/>	8.	Cancellation clause on any insurance certificates MUST be amended to read, <i>"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder."</i>	

Any deviation from the above requirements shall be disclosed to the Blount County Purchasing Agent. Coverages specified above shall be written on an "occurrence" coverage form suitable to Blount County Government. Complete certified copies of insurance policies shall be provided upon request. Insurer's A.M. Best Rating Guide shall be A IX or better.

Certificate Holder shall be:

**Blount County Risk Management
c/o Blount County Purchasing
385 Court Street
Maryville, TN 37804-5906**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer's Company Name Address 1 Address 2 City ST 12345-0000	CONTACT NAME: Agent's Name PHONE (A/C, No, Ext): (123) 456-7890 FAX (A/C, No, Ext): (123) 456-7890 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ABC1234567890														
INSURED Company Name Address 1 Address 2 City ST 12345-0000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company A</td> <td>01234</td> </tr> <tr> <td>INSURER B: Insurance Company B</td> <td></td> </tr> <tr> <td>INSURER C: Insurance Company C</td> <td></td> </tr> <tr> <td>INSURER D: Insurance Company D</td> <td></td> </tr> <tr> <td>INSURER E: Insurance Company E</td> <td></td> </tr> <tr> <td>INSURER F: Insurance Company F</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company A	01234	INSURER B: Insurance Company B		INSURER C: Insurance Company C		INSURER D: Insurance Company D		INSURER E: Insurance Company E		INSURER F: Insurance Company F	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Company A	01234														
INSURER B: Insurance Company B															
INSURER C: Insurance Company C															
INSURER D: Insurance Company D															
INSURER E: Insurance Company E															
INSURER F: Insurance Company F															

COVERAGES		CERTIFICATE NUMBER: 12/13 GEN w/IF 4-1-12 WC				REVISION NUMBER:	
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED REMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
		X		GEN000123456789	8-1-17	7-31-18	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						Medical payments \$
	<input type="checkbox"/> NON-OWNED AUTOS						Underinsured motorist \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N	N/A	WC000123456789	8-1-17	7-31-18	E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
							Limit Ded.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

Blount County Government is additional insured on the General liability policies per written agreement.

CERTIFICATE HOLDER

CANCELLATION

Blount County Risk Management
c/o Blount County Purchasing
385 Court Street
Maryville, TN 37804-5906

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER.

AUTHORIZED REPRESENTATIVE

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS
OF
TENNESSEE CODE ANNOTATED § 50-9-113**

To be submitted with bid by construction contractor with 5 or more employees

I, _____, President or other Principal Officer of
_____, swear or affirm that the company has a
Name of Company
drug-free workplace program that complies with Title 50, chapter 9, Tennessee Code
Annotated, in effect at the time of this bid submission at least to the extent required of
governmental entities. I further swear or affirm that the company is in compliance with
Tennessee Code Annotated § 50-9-113.

President or Principal Officer

For: _____
Name of Company

State of Tennessee
County of

Subscribed and sworn before me by _____,

President or Principal Officer of _____,

On this _____ day of _____, 20__.

Notary Public

My commission expires: _____

BUSINESS TAX & LICENSE AFFIDAVIT
Tennessee Code Annotated § 5-14-108(l)

The undersigned states that they have legal authority to swear this on behalf of

_____, and that the business is not in any manner
Name of firm or individual

in violation of Tennessee Code Annotated § 5-14-108(l) which states, "*No purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by county officials or employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.*"

Affiant affirms and warrants that their business licenses are currently valid, and all business taxes have been paid and are current as of the date of this affidavit. The business is licensed and pays business taxes in _____ County, _____
Name of State

BUSINESS

Signature: _____

Title: _____

Date: _____

Witness

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Title VI

For Title VI Compliance, the County of Blount requests voluntary disclosure of the following information, related to the owner/operator of the company:

Company Name: _____

Address: _____

Phone Number: (____) _____ Fax Number: (____) _____

Authorized Signature

Date

Business Ownership (Check One or More)	Ownership Ethnicity (Check Only One)
<input type="checkbox"/> D Disabled (Minority Owned)	<input type="checkbox"/> C Caucasian
<input type="checkbox"/> G Government Owned	<input type="checkbox"/> B Black/African American
<input type="checkbox"/> E Race/Ethnic Background (Minority Owned)	<input type="checkbox"/> H Hispanic
<input type="checkbox"/> N Non-Minority Owned	<input type="checkbox"/> A Asian
<input type="checkbox"/> F Female (Minority Owned)	<input type="checkbox"/> I American Indian or Alaskan Native
<input type="checkbox"/> M Male (Minority Owned)	<input type="checkbox"/> N Native Hawaiian or other Pacific Islander
<input type="checkbox"/> P Non-Profit Organization	<input type="checkbox"/> O Other(Specify)

Bid No. (if applicable): _____

Bid Title: _____

Date of Bid Deadline: _____

The County of Blount complies with Title VI of the Civil Rights Acts of 1964, as codified in 42 U.S.C. 2000D, which states that:

No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The County of Blount does not discriminate on the basis of disability in the admission or access to, or treatment of employment in, its program or activities and is in compliance with ADA (American with Disabilities Act of 1990) 42 U.S.C. 12101.

BIDDER'S PROPOSAL

Place: Blount Co., TN
Date: 12/12/2017

1. In compliance with your invitation for bids dated December 12th, 2017, and subject to all the conditions thereof, the undersigned Herrco, Inc., a corporation, incorporated in the State of Tennessee, a partnership consisting of -, an individual trading as -,

hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following bid schedule. (The bid schedule attached lists the various divisions of construction contemplated in the plans and specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and considered correct.)

2. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Notice and Instructions to Bidders, the Construction Contract, the Detailed Specifications, and the Maps and Drawings pertaining to the work to be done, all of which have been examined by the undersigned.
3. Accompanying this proposal is a standard bid bond in the sum of five percent of Bid: Fourteen Thousand Two Hundred FOUR dollars ⁰⁰/₁₀₀ Dollars (\$ 14,204⁰⁰) in accordance with the Notice and Instructions to Bidders.
4. Bid AMOUNT: Two hundred Eighty Four thousand four hundred ⁰⁰/₁₀₀ \$ 284,040⁰⁰
The undersigned bidder agrees to execute the contract for the amount of the total of his bid within 10 days after the award of the contract, and within 10 days after executing the said contract to furnish the bonds specified in the contract and other required contract documents. The name and address of the corporate surety with which the bidder proposes to furnish the specified performance and payment bond is as follows:

5. The undersigned anticipates that construction will be commenced on or about as determined by the date of proceed order and the project will be *completed by 120 calendar days*. Bidder must also agree to pay as liquidated damages the sum of \$250.00 for each consecutive calendar day thereafter.
6. All the various phases of work enumerated in the detailed specifications with all their individual jobs and overhead whether specifically mentioned, included by implication or appurtenance thereto, are to be performed by the Contractor under one of the items listed in the bid schedule irrespective of whether it is named in said list.
7. Payment for work performed will be in accordance with the list subject to change as provided for in the construction contracts.

Herrco, Inc.

Contractor

By: 

President

Title

405 Central Church Rd., Morristown, TN 37814

Business Address

46365

Contractor's License No.

In submitting this Bid, the Bidder represents the following as set forth in the Agreement:

- A. Bidder has examined and carefully studied the Contract Documents, other related data referenced in the Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No. 1 Addendum Date 11/7/2017

Addendum No. 2 Addendum Date 12/7/2017

- B. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect costs(s), progress and the performance of the Work;

BID SCHEDULE
PROPOSED BRIDGE REPLACEMENT
KINZEL SPRINGS ROAD over LITTLE RIVER- BID NO. 2017-2476
ESTIMATED BRIDGE AND ROADWAY QUANTITIES
REVISED 12-7-17

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
203-01.04	REMOVAL OF ROCK PAD	100 C.Y.	<u>210</u>	<u>21,000</u>
204-10.01	FOUNDATION PREPARATION (PIER 2)	1 LS	<u>22,000</u>	<u>22,000</u>
204-10.02	FOUNDATION PREPARATION (PIER 3)	1 LS	<u>29,000</u>	<u>29,000</u>
209-20.03	POLYETHYLENE SHEETING (6 MIL MIN.)	300 S.Y.	<u>25</u>	<u>7,500</u>
303-10.01	MINERAL AGGREGATE (SIZE 57)	60 TON	<u>200</u>	<u>12,000</u>
502-07	SPALL REPAIRS	6 S.Y.	<u>1400</u>	<u>8,400</u>
503-01	GRINDING CONCRETE PAVEMENT	258 S.Y.	<u>60.00</u>	<u>15,480</u>
604-02.03	EPOXY COATED REINFORCING STEEL	852 LB.	<u>12.00</u>	<u>10,224</u>
604-03.01	CLASS 'A' CONCRETE (BRIDGES)	24 C.Y.	<u>658</u>	<u>15,792</u>
604-03.09	CLASS 'D' CONCRETE (BRIDGE DECK)	15 C.Y.	<u>1300</u>	<u>19,500</u>
604-04.01	APPLIED TEXTURE FINISH (NEW STRUCTURES)	470 S.Y.	<u>42</u>	<u>19,140</u>
604-04.02	APPLIED TEXTURE FINISH (CLASS II, RUBBED FINISH)	390 S.Y.	<u>50.00</u>	<u>19,500</u>
604-10.30	BRIDGE DECK REPAIRS (FULL DEPTH OF SLAB)	2 S.Y.	<u>3,550</u>	<u>7,100</u>
604-10.50	BRIDGE DECK REPAIRS (PARTIAL DEPTH OF SLAB)	4 S.Y.	<u>2,200</u>	<u>8,800</u>
604-10.63	CONCRETE REPAIRS (CRACKS)	40 L.F.	<u>222.50</u>	<u>8,900</u>
709-05.06	MACHINED RIP-RAP (CLASS A-1)	120 TON	<u>268</u>	<u>32,160</u>
709-05.08	MACHINED RIP-RAP (CLASS B)	136 TON	<u>154</u>	<u>20,944</u>

TOTAL BID THIS PROJECT:

Two hundred eighty four thousand four hundred⁰⁰
(Dollars) AND
0 (\$ 284,040⁰⁰)

BID SCHEDULE – DEDUCTIVE BID #1
PROPOSED BRIDGE REPLACEMENT
KINZEL SPRINGS ROAD over LITTLE RIVER- BID NO. 2017-2476
ESTIMATED BRIDGE AND ROADWAY QUANTITIES
REVISED 12-7-17

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
999-99.99	VALUE ENGINEERING	1 LS.	<u>30,000</u>	<u>30,000</u>

TOTAL DEDUCTIVE BID # 1:

Nineteen thousand nine hundred forty four⁰⁰
(Dollars) AND
0 (\$ 19,944⁰⁰)

Herrco, Inc.

Bid: Kinzel Springs Road over Little River
Bid: 12/12/2017 at 1:00 PM

Deductive Bid Description

Dear sirs in response to addendum 2 as an alternate deductive item we are proposing material, labor, means and methods in lieu of a stone haul road as noted on plans sheet 5. The work will be accomplished as follows.

We will be providing an excavator and lift with rubber tires and tracks, respectively, the excavator will set 10' x 2' x 1' concrete barriers that will serve as a road bed for the equipment, if the 12 inch high barrier is too low we will stack another 12" on top in order to bring it above the water line to fulfill the County's permit qualifications. The barriers will be equipped with lifting eyes and set 2 side by side in the water, one for each track, then lifting another 2 in front of those 2, moving the equipment, lifting another 2 in front of that, and so forth until we reach the first pier. This will enable us to move back and forth from the river's edge as needed to accomplish the work. Once work is accomplished at pier 1 the same road staging will be set for pier 2, therefore allowing work at piers 1 and 2 consecutively. Also above the piers at the bridge, we will be providing a portable jib with electric winch and sand bag counterweights to lower materials and hand tools to the specific locations, piers 2 and 3. Once the work is completed then all materials and equipment for false work will be removed in the same manner as it was installed. The larger heavy equipment will be demobilized in the reverse method as described to reach piers 2 and 3.

We believe this method to be more cost effective and less labor intensive, therefore helping and accomplishing the cost savings.

Fernando Herrera

Herrco, Inc.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Herrco, Inc.
 as Principal, and Philadelphia Indemnity Insurance Company
as Surety , are hereby held and firmly bound unto Blount County, Tennessee as OWNER in the penal sum
of *** for the payment of which, well and truly to be made, we hereby jointly and severally
bind ourselves, successors and assigns. *** Five percent (5%) of the total amount of the bid

SIGNED, this 7th day of December, 2017.

The Condition of the above obligation is such that whereas the Principal has submitted to Blount County, Tennessee a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the Proposed Bridge Rehabilitation on Kinzel Springs Road over Little River, Blount County, Tennessee - Bid No. 2017-2476.

NOW THEREFORE:

- (a) If said BID shall be rejected or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Herrco, Inc.

 (L.S.)
Principal

Philadelphia Indemnity Insurance Company

Surety

BY:


Matthew J. Coals, Attorney In Fact

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

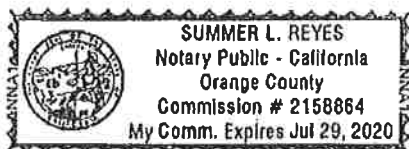
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On DEC 07 2017 before me, Summer L. Reyes, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Matthew J. Coats
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Linda D. Coats and Matthew J. Coats of Coats Surety Insurance Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

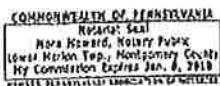
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14TH DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 14th day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14th day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 7th day of December, 2017



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS
OF
TENNESSEE CODE ANNOTATED § 50-9-113

To be submitted with bid by construction contractor with 5 or more employees

I, Fernando Herrera, President or other Principal Officer of
Herrco, Inc., swear or affirm that the company has a
Name of Company
drug-free workplace program that complies with Title 50, chapter 9, Tennessee Code
Annotated, in effect at the time of this bid submission at least to the extent required of
governmental entities. I further swear or affirm that the company is in compliance with
Tennessee Code Annotated § 50-9-113.



President or Principal Officer

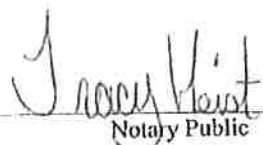
For: Herrco Inc

Name of Company

State of Tennessee
County of _____

Subscribed and sworn before me by Fernando Herrera,
President or Principal Officer of Herrco Inc,
On this 12th day of December, 2017.





Notary Public

My commission expires: 10-1-2019

BID ENVELOPE COVER PAGE
(Complete and attach to the outside of sealed bid)



To: Blount County Purchasing Department
Blount County Courthouse, Room 319
385 Court Street
Maryville, TN 37804-5906

BID NO:	2017-2476	
PROJECT	RGC Project #15065 Proposed Bridge Rehabilitation – Kinzel Springs over Little River	
BID DEADLINE DATE AND TIME:	December 12, 2017, 1:00 p.m. EST	
CONTRACTOR:	Herrco, Inc.	
ADDRESS:	405 Central Church Rd.	
CITY/ST/ZIP:	Morristown, TN 37814	
TN CONTRACTOR LICENSE NO:	46365	LICENSE CLASSIFICATION(S): BC, HRA, MU
EXPIRATION DATE:	March 31, 2019	LICENSE LIMITATION(S): \$ 288,000

List below the Subcontractors to be used on this project, or check "N/A" if no subcontractors are to be used.

ELECTRICAL	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
<input checked="" type="checkbox"/> N/A		
HVAC	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
<input checked="" type="checkbox"/> N/A		
GEOTHERMAL	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
<input checked="" type="checkbox"/> N/A		
MASONRY	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
<input checked="" type="checkbox"/> N/A		
PLUMBING	Subcontractor:	License No:
	Classification/Limitation:	Expiration Date:
<input checked="" type="checkbox"/> N/A		

RECEIVED
BLOUNT COUNTY
2017 NOV 2 PM 12:33