



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE
PURCHASING DEPARTMENT
423/975-2715

WWW.JOHNSONCITYTN.ORG/PURCHASING

Bid Name / Number **ROCK BLASTING PROJECT / #6768**
Due Day / Date / Time **Monday / May 13, 2024 / 2:00 PM (at which time it will be opened publicly)**
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
 209 Water Street, Johnson City, TN 37601
Bid Contact / Telephone Jeremy Jones; jjones@johnsoncitytn.org or purchasing@johnsoncitytn.org
Bid Issue Date April 19, 2024
Project Location W. Oakland Avenue, Johnson City, TN 37601
FOB Destination, freight prepaid and allowed - Johnson City, TN
Payment Terms Net 30

Complete all portions of this bid sheet. Pricing shall be on this form to be considered. Use additional sheets if necessary.

ITEM	QTY	DESCRIPTION	TOTAL
1	LUMP SUM	Provide all equipment, labor, materials and services within the delineated blasting zone as per these bid documents.	\$ _____
		Unit prices for work other than delineated blasting zone:	
2	SY	Pre-splitting of rock: (per square yard)	\$ _____
3	CY	All other blasting including scaling: (per cubic yard)	\$ _____
4	LS	Lump sum pricing for each mobilization:	\$ _____
		BID SUBMITTALS: 5% Bid bond Completed insurance checklist & Insurance general contract form	

Solicitations will be opened publicly via a simultaneous virtual and in-person meeting.

Join Zoom Meeting: [ITB# 6768 ROCK BLASTING PROJECT VIRTUAL BID OPENING](#); Meeting ID: 824 7116 9709 ; Passcode: 985833. If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 518-9805. Any issues accessing the zoom web meeting please call 423.975.2715 for direct assistance.

Bidder's Reminder: • Bid to be signed by authorized company representative; • Verify prices, extensions and total as correct

ADDENDA ACKNOWLEDGEMENT: _____
 By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached Sealed Solicitation General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act and Non-Boycott of Israel Act (Sealed Solicitations General Terms & Conditions #19 & #22) contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted. 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 complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

SUBMITTAL INSTRUCTIONS:

Place signed bid response in a sealed envelope plainly identified on the outside with vendor name and bid name and number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before the bid opening date and time.

Firm Name _____

By _____

PRINTED & SIGNED

Address _____

Telephone _____

E-Mail _____

THIS SHEET MUST BE SIGNED AND RETURNED WITH BID TO BE VALID

ITB #6768 – ROCK BLASTING PROJECT

BIDDERS INSTRUCTIONS

1. SCOPE OF WORK

Contractor shall provide all equipment, labor, materials and services as required to provide rock blasting services including control of vibration for a road reconstruction project located along West Oakland Avenue in Johnson City, TN as per these bid documents.

2. JOBSITE VISIT REQUIRED

All bidders MUST visit the jobsite to familiarize themselves with the project area. Contractor shall assume all responsibility relating to all the requirements in submitting this bid. Vendor is responsible for any and all costs associated with preparing your bid submittal.

3. OPTIONAL PRE-BID MEETING

An optional pre-bid conference will be held -on site (meet corner of Denny Mill Road & W Oakland Avenue) April 30th at 9:00am ET.

The purpose of the conference is to discuss the project scope of services. While questions will be entertained, the response to any questions at the Pre-bid conference shall be considered tentative and non-binding with regard to the bid. The official response to questions will be issued by the Owner through the Director of Purchasing. All questions shall be submitted, in writing to the City's representative, Jeremy Jones, no later than May 6th.

4. LICENSES, FEES, PERMITS

The Contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business in the City of Johnson City in completion of the requirements stated herein. All work shall be done in accordance with the latest building codes, state and federal laws as applicable.

5. STATE CONTRACTORS LICENSING

All bidders must be licensed contractors in the State of Tennessee, as required by the Contractor's Licensing Act of 1994 (TCA Title 62, Chapter 6) State of Tennessee. The attached "Contractors Envelope Form" must be completed and attached to the outermost proposal submittal envelope or it will not be opened. **A copy of State Contractor's License shall be included with bid package.**

6. BID SECURITIES

- 6.1 Bid Bond - Each bid shall be accompanied by a bid bond in the amount of not less than five percent (5%) of the total amount proposed. Bond shall be issued by a surety company licensed to do business in the State of Tennessee. This bond is required as a guarantee that, if the bid is accepted, a contract will be entered into and the performance thereof duly secured by an approved performance bond. If the successful bidder fails to execute required contracts, the bid security will be forfeited. Bid bonds submitted by unsuccessful vendors will be returned upon award of the contract. In lieu of a bond, cashier's checks are acceptable, personal checks are not.
- 6.2 The successful bidder will be required to furnish a Performance and Payment Bond in the amount of one hundred percent (100%) of the bid price. Bond shall be issued by a surety company licensed to do business in the State of Tennessee. Performance bonds must be filed with the purchasing department within ten (10) working days after the contract has been issued. In lieu of a bond, cashier's checks are acceptable, personal

checks are not. An irrevocable letter of credit from a state or national bank or state or federal savings and loan association having its principal office in Tennessee may be accepted instead of a performance bond, subject to approval of the terms and conditions of said irrevocable letter of credit. In the event that the successful bidder fails to furnish a performance bond and execute a contract within the time period allowed, the bid deposit of the bidder shall be retained by the city as liquidated damages and not as a penalty.

7. DRUG FREE WORKPLACE

7.1 All proposers must execute the enclosed Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with bid response. Failure to comply with this requirement will declare that proposal non-responsive.

7.2 Purpose of the Drug & Alcohol Testing Program

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

7.3 To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or proposers of service to the City must have a testing program of the same or better than the requirements of the City of Johnson City.

8. PAYMENT TERMS

Monthly payments based on percentage of delineated blasting zone completed (sq footage), or unit pricing work completed (sq and/or cu footage) as applicable. All payments will be Net 30 days of approved invoice.

9. INSURANCE

The attached Insurance Checklist (which includes a section for the Insurance agent to fill- out) and General Contract Form must be completed and returned with the bid package. If bidder currently does not meet these insurance requirements but plans to obtain if awarded this project, then state so on the checklist. Successful vendor shall provide certificate of insurance, as specified, prior to project release by Purchasing.

10. REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS

This Proposal, and any response to it, also includes the City's "Requirements for Bids, Requests for Proposals, and Contracts, etc." and "Sealed Solicitation General Terms and Conditions: attached hereto and set forth herein as if verbatim.

11. RIGHTS AND OPTIONS OF THE CITY OF JOHNSON CITY

The City reserves the following rights and options:

- Determine those bidders who are most qualified.
- Reject any or all submittals, for any reason, at its sole discretion.
- Supplement, amend, or otherwise modify this solicitation.
- Cancel this solicitation with or without submission of another solicitation.
- Reserve the right to request additional information as part of this selection process.

- Issue additional solicitations for information and proposals, and conduct investigations with respect to the qualifications of each respondent.

12. BID WITHDRAWAL DUE TO ERROR

If within 24 hours after bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid Security will be returned, Thereafter, if the work is rebid or negotiated, that Bidder will be disqualified from further bidding on the Work. This provision to withdraw a bid without forfeiting the bid security does not apply to bidder's error in judgment in preparing the bid.

ITB# 6768 - ROCK BLASTING AND CONTROL OF VIBRATION **PROJECT REQUIREMENTS**

General

The City of Johnson City is seeking proposals for firms to provide rock blasting services including control of vibration for a road reconstruction project located along West Oakland Avenue in Johnson City, TN. The known area in which blasting services are required, referred to as the “BLASTING ZONE”, is approximately 435 feet in length with an area of approximately 44,000 square feet. Additional blasting services will most likely be required adjacent to this area as well.

Blasting area to include both production and controlled blasting as needed for roadway and utilities as noted on plans. The area is generally located within and around the existing intersection of West Oakland Avenue and Denny Mill Road.

Description

The firm providing services, referred to as the Contractor, shall provide blasting submittals, provide blasting support personnel / consultants, conduct pre-blast surveys and test blasts, develop blast plans, design and monitor blasts, provide explosive materials, drill, load and stem holes, record drilling, blast and pre-split rock, produce post-blast surveys and reports in accordance with the contract and accepted submittals, and coordinate with the City of Johnson City’s Designated Representative at all stages of the project.

Final blasting depths shall be at least one (1) foot below design grades based on all drawings, surveys, profiles, and cut sheets for planned water lines, sanitary sewer system, storm sewer system, and roadways.

The City of Johnson City shall be responsible for removal of existing overburden material, and removal of any flyrock that interferes with traffic flow. The City of Johnson City shall also assist in the placement of 3-4’ of dirt cover in areas to be blast as indicated by the blast plans.

The Contractor shall control blasting to avoid damaging public and private property and avoid causing lengthy delays to traffic on West Oakland Avenue and Denny Mill Road. Flyrock within the construction limits shall be contained or blasting shall be performed such that no flyrock occurs. When blasting in the vicinity of an open travelway, ensure that the City of Johnson City has equipment and personnel standing by to remove material that interferes with traffic flow.

Contractor shall plan and sequence Work such that West Oakland Avenue is open to travel in both directions at all times with the exception of those times immediately before, during, and after blasting is actually occurring.

Work to be completed in 2 phases as follows:

Phase 1:

Generally located to the Northwest side of the existing intersection of West Oakland Avenue and Denny Mill Road. This area shall consist of all areas located within the delineated “BLASTING ZONE” with the exception of those areas determined to be too close to the existing section of West Oakland Avenue. Phase 1 shall be completed prior to construction of the new section of West Oakland Avenue.

Phase 2:

Generally located within and to the Southeast side of the existing intersection of West Oakland Avenue and Denny Mill Road. This area shall consist of all areas located within the delineated “BLASTING ZONE” determined to be too close to the existing section of West Oakland Avenue as well as any areas within the existing section of West Oakland Avenue or Denny Mill Rd (area TBD and billed at unit pricing). Phase 2 shall not commence until all traffic has been shifted to the newly constructed section of West Oakland Avenue and when Denny Mill Rd. has been closed to through traffic.

Contractor shall be responsible for providing flagging as required in accordance with MUTCD.

Project Requirements

Statement of Concern: This Statement of Concern is expressly written to alert the Contractor (or prospective bidders) to the fact that extra caution and skill will be required to accomplish this work in a satisfactory manner. Blasting must be safely done near residential and commercial structures. The City of Johnson City will exercise their prerogative to carefully examine the qualifications of any person(s) whose knowledge and skills may bear on the outcome of the work. In addition, the City of Johnson City will reject any persons who are deemed unqualified for any tasks that may be required to accomplish the blasting and monitoring work.

All blasting and monitoring Work shall be done in accordance with TN Code § 68-105-105 and TN Comp Rules and Regs 0780-02-15 unless more stringent requirements are stated in these specifications.

(A) Pre-Construction Condition Surveys

The condition of all buildings, improvements, and surface utilities located within three hundred feet (300') of all locations where blasting may occur shall be surveyed at least 30 days before any holes are drilled for blasting operations. Condition survey reports and the experience of persons performing the surveys shall conform to standards provided in “**Pre-construction Condition Surveys**” of these specifications. No blasting operations shall occur until the City of Johnson City has accepted surveys done in accordance with standards provided in “**Pre-construction Condition Surveys**” of these specifications.

(B) Vibration and Air-Overpressure Limitations

All blasting work shall be designed and executed to assure the following vibration and air-overpressure limits are not exceeded. Peak Particle Velocity (PPV) should be monitored with blasting seismographs at nearby locations during blasting and should not exceed values given below.

Vibration Limits at all frequencies of motion:

Location	Warning Level	Not-to-Exceed Level
Residential Structures	0.3 in/s	1.0 in/s
Commercial Buildings	0.3 in/s	1.0 in/s
Buried Utilities and Surface Poles	3.0 in/s	4.0 in/s

Air-Overpressure Limits:

Location	Warning Level	Not-to-Exceed Level
All Surface Structures	128 dBL	130 dBL

(C) Flyrock

Design and perform rock blasting such that limited flyrock occurs within project footprint. If flyrock occurs, the City of City of Johnson City's Designated Representative may suspend blasting operations and require test blasts with a revised General Blast Plan. For the purposes of this work, flyrock is defined as the movement of blasted rock or debris that lands on private property, impacts any structures, or travels outside a reasonable area required to accommodate the swelling of blasted rock and overburden.

(D) Blasting Support Personnel

Retain an independent specialist to serve as the Pre-construction Condition Survey Specialist to provide pre-construction condition surveys at all defined properties in the Project Requirements.

Retain an independent specialist to serve as Vibration Monitoring Consultant and perform vibration and air-overpressure monitoring for all heavy construction work and blasting.

Retain an independent Blasting Consultant to assist in the preparation of General Blast Plans, review and modify blast plans as needed, and for participation in site meetings and public meetings. For planning and bidding purposes, the Contractor shall assume that the Blasting Consultant will visit the site biweekly while blasting operations are occurring. The Contractor's Blasting Consultant shall also be available to attend a kick-off meeting and other meetings as requested by the City of Johnson City's Designated Representative.

Using the same person and / or business entity for the Pre-construction Condition Survey Specialist, Vibration Monitoring Consultant, Blasting Consultant is permissible.

(E) Test Blasts

Initial test blasts with rock volume not exceeding 100 cubic yards and less than 1.0 Powder Factor (PF=1 lb/yd³) are required within each geologic unit before individual blast plans can be submitted for larger-scale production blasting.

Definitions

Air-Overpressure or Air Blast (Noise) – The pulsating pressure changes above and below ambient air pressure generated by an explosion. Air-overpressure “linear scale” measurements include low frequency noise with a 2 hertz (Hz) response and are expressed in units of decibels-L (dBL).

Blast Pattern – A plan of blast hole locations or an expression of the burden and spacing distance and their relationship to each other.

Burden – The amount of rock broken by an explosive charge measured as the distance between the blast hole and the nearest free face.

Charge per Delay (W) – The sum of all charge weights firing within any 8 milliseconds (ms) time period. For example, if two 10 lb (4.5 kg) charges fire at 100 ms and one 15 lb (6.8 kg) charge fires at 105 ms, the charge per delay would be 35 lbs (15.8 kg).

Cushion or Trim Blasting – A controlled blasting technique in which a line of blast holes along a rock face is detonated during the last delay period of the blast. The main burden is moved from the face by production blast holes leaving only a small burden to be removed by the line of blast holes at the face. Charges in these holes are lighter than charges in the production blast holes.

Deck Loading (Decking) – A method of loading blast holes in which two or more explosive charges, called decks or deck charges, are loaded in the same hole separated by stemming or an air cushion.

Delay Blasting – The practice of initiating individual explosive decks, blast holes or rows of holes at predetermined time intervals using delays or delay detonators as compared to firing all blast holes simultaneously.

Flyrock – Rocks propelled through the air by the force of an explosion. For the purposes of this work, flyrock is defined as the movement of blasted rock or debris that lands on private property, impacts any structures, or travels outside a reasonable area required to accommodate the swelling of blasted rock and overburden.

Free Face – A rock surface exposed to air or water that provides room for expansion upon fragmentation.

Magazine – Any building, structure or container, approved for storage of explosive materials other than an explosive manufacturing building.

Misfire – An event where all or some charges in a blast fail (do not detonate) when initiated or a term for any portion of explosive materials that fail to detonate as planned.

Peak Particle Velocity (PPV) – The maximum ground vibration velocity measured in the vertical, longitudinal or transverse direction. PPV measurement units are expressed in inches or millimeters per second (in/sec or mm/sec).

Presplitting – A controlled blasting technique that results in continuous or semi-continuous fracture between blast holes.

Scaled Distance (Ds) – A calculated value in units of ft/lb^{0.5} (m/kg^{0.5}) describing relative vibration energy based on distance to a structure (D) and charge per delay (W). Ds is equal to D divided by the square root of W, $D_s = D / W^{0.5}$ or $W = (D / D_s)^2$.

Spacing – The distance between blast holes in a row. In production blasting, the distance is measured parallel to the free face and perpendicular to the burden.

Stemming – Crushed stone placed in the unloaded collar area of blast holes for the purpose of confining explosive charges and limiting rock movement and air-overpressure.

Subdrilling – The portion of a blast hole that is drilled below or beyond the desired excavation depth or limit. Subdrilling is generally required to prevent the occurrence of high or tight areas of unfractured rock between blast holes.

Regulations

Comply with all the latest applicable Federal, State, and local codes, laws, rules, and regulations as well as professional society standards for the storage, transportation and use of explosives.

As required by State law, notify each property owner and public utility company having structures or facilities in proximity to the Work before using explosives. Provide such notice sufficiently in advance to allow owners to protect their property from damage.

Permits, Licenses, and Taxes

Obtain all permits and licenses, pay all charges, fees, and taxes, and give all notices and submit all paperwork necessary and incidental to the due and lawful prosecution of the Work, except those permits and licenses that the City of Johnson City is specifically required to obtain or provide as stated in these specifications.

Examination of the Site, the Work, the Plans, the Permits, and the Specifications

The bidder assumes the responsibility to examine the site of the Work, including the surrounding terrain, borrow sites, and access facilities, and the Plans, Specifications, and all other documents making up the Proposal and Addenda. It is mutually agreed that submission of a proposal is considered prima facie evidence that the bidder has performed a reasonable site investigation and is familiar and satisfied with the character, quality, and quantity of work to be performed, materials to be

furnished, the permits, and proposal requirements.

When requested and available, the City of Johnson City will provide for the bidder's review one or more of the following:

1. Record drawings
2. Information relative to subsurface exploration, borings, soundings, water levels, or profiles
3. The results of other preliminary investigations

A reasonable site investigation includes a review of these documents.

The City of Johnson City makes no guarantees regarding the character or extent of utilities, water levels, soil, rock, or other subsurface conditions the bidder may encounter during the Work. The City of Johnson City requires bidders to make their own evaluation of subsurface conditions and to determine how these conditions may affect the methods and cost of construction. Material quality within sources naturally varies, so expect this.

Immediately notify the City of Johnson City of any apparent error, omission, or ambiguity in any part of the proposal. The City of Johnson City will review the apparent error, omission, or ambiguity, and will issue an addendum to all prospective bidders, as appropriate.

If the City of Johnson City becomes aware of a change in the information provided at any time during the bidding process, it will provide reasonable written notice of the new information to the bidders or Contractor.

Public Convenience and Safety

Conduct the Work at all times to ensure the least possible obstruction to traffic.

Provide for the safety and convenience of the general public and the residents along the roadway, and for the protection of persons and property.

Employee Safety and Health Program

The Contractor is responsible for work site safety and conducting all operations to protect the workers engaged in duties connected with the Work. Provide an Employee Safety and Health Program (ESHP) at the preconstruction conference that meets or exceeds all Federal, State, and local safety and health standards and is certified by the safety professional responsible for developing the ESHP. Certification of the ESHP is required before any work can begin. Maintain an original copy of the ESHP and provide to the City of Johnson City upon request.

The Contractor is responsible for implementing, monitoring, updating, and revising the ESHP. Describe in detail how the ESHP is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of TOSHA, the MUTCD, and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress. If an incident occurs that requires hospitalization or TOSHA Citation to be submitted, send notification

of the incident to the City of Johnson City's Designated Representative.

All workers within the right-of-way shall wear head protection meeting current ANSI requirements. Also, all workers within the right-of-way shall wear high-visibility safety apparel. High-visibility apparel shall be considered personal protective clothing that meets performance Class 2 or Class 3 of the ANSI/ISEA 107-2004 publication. Class 3 apparel shall be required for night work.

Submittals

The following submittals are required for rock blasting:

1. Blasting Contractor Personnel and Experience including Blasting Consultant and Blasting Specialist
2. General Blast Plan including Vibration Monitoring
3. Consultant Pre-construction Condition Surveys
4. Drill Logs
5. Individual Blast Plans and Post-blast Reports as defined in the Blasting Documentation System required for all blasting
6. Blast Damage Report, when necessary

For the Individual Blast Plans, drill logs and post-blast reports, submit two hard copies of each to the City of Johnson City's Designated Representative. After completing all blasting for a cut, structure or an excavation, submit electronic copies in PDF format.

Allow 30 calendar days upon receipt by the City of Johnson City for the review and acceptance of the Blasting Contractor and Support Personnel and Experience and General Blast Plan. Provide these submittals in both electronic and hard copy form in accordance with the following:

Submit electronic (PDF) file and hard copy form to the City of Johnson City's Designated Representative for review.

The City of Johnson City's Designated Representative may suspend blasting operations if submittals are illegible, incomplete, or not provided.

(A) Blasting Contractor and Support Personnel Experience

Obtain acceptance of the Blasting Contractor personnel and experience before submitting a General Blast Plan.

(1) Blasting Contractor

Use a Blasting Contractor for rock blasting work. Submit documentation that the Blasting Contractor has successfully completed at least 5 blasting projects within the last 3 years with subsurface conditions and blasting of a scope and complexity similar to that anticipated for this project. Documentation should include the General Contractor and Owner's name, descriptions of each past project, and current contact information of a representative of the project owner or construction manager. Contact information shall include at least one valid phone number.

(2) Blaster-in-Charge

The Blaster-in-Charge has total authority over the handling, use and security of explosives and is responsible for coordinating, planning and supervising explosives use. The Blaster-in-Charge is also responsible for inspecting blast areas and completing all checklist. Either the Blaster-in-Charge or an alternate Blaster-in-Charge is required to be on-site during blasting. All acting Blasters-in-Charge must be preapproved by the City of Johnson City.

Provide verification of employment with the Blasting Contractor for the Blaster-in-Charge and any alternate Blasters-in-Charge assigned to this project. Submit documentation that each Blaster-in-Charge has a minimum of 5 years' experience in blasting with past projects of scope and complexity similar to that anticipated for this project. Documentation should include resumes, references, certifications, project lists, experience descriptions and details, etc. References shall include valid phone numbers and email addresses for representative of the project owner or construction manager from at least three past projects involving similar close-in blasting. The submittal shall also include a signed statement from the proposed blaster certifying that during the prior five years they: 1) not been involved in flyrock incidents, 2) have not had a blasting license restricted, suspended or revoked in any State, and 3) they have not been fined or sanctioned in any way by a regulating authority. If there is a change in the Blaster-in-Charge, discontinue explosives use until qualifications of a new Blaster-in-Charge are submitted and accepted.

(3) Blasting Consultant

When a Blasting Consultant is required in the "Project Requirements" section of these specifications, submit an independent consultant. Employees of the Contractor, any affiliated companies or product suppliers are not allowed to be independent consultants. Use a Blasting Consultant with a minimum of 10-years' experience as a blaster in charge, no damage claims in ten years and who has experience with blasting seismographs.

(4) Pre-construction Condition Survey Specialist

The Contractor shall retain a third-party specialist with at least 5 years of experience in surveying structures at a minimum of five projects with similar complexity to the proposed work.

(B) Blast Plans

Blast plans are required to be signed by the Blaster-in-Charge (and Blasting Consultant, if applicable). Review and acceptance of blast plans does not relieve the Contractor of responsibility for the blast results or liability.

(1) General Blast Plan

Submit a General Blast Plan before beginning drilling, when revised drilling or

blasting methods are proposed or as directed by the City of Johnson City's Designated Representative. At a minimum, include the following in the plan:

- Work procedures and safety precautions for the storage, transportation, handling and detonation of explosives
- Explosive products and devices for dry and wet blast holes including explosives, primers and detonators with material safety data sheets
- Drilling equipment and methods for maintaining blast hole alignment
- Typical plan, profile and sectional views for both production and controlled blasting showing hole diameter, depth, inclination and spacing, maximum blast limits, burden, subdrill depth and method of determining maximum charge per delay
- Initiation and delay methods and delay times
- Sample blast monitoring report format and equipment including calibration information
- Blast Monitoring Consultant, if applicable
- Test blast locations when required

Do not deliver explosives to the project site until the General Blast Plan is reviewed and accepted.

(2) Individual Blast Plan

After the General Blast Plan is accepted, submit individual blast plans at least 24 hours in advance of each blast. In addition to information shown on the Blast Planning Forms, the following is required for each individual blast plan:

- Check list activities shall be dated and initialed by the blaster-in-charge and an accepted Contractor management person to assure they have been done.
- A plan sketch of the blast area showing hole locations, free faces and any observed joints, bedding planes, weathered zones, voids or other significant rock structure that may influence the blast. Also include hole- numbers corresponding to numbers used in drill logs and note burden and spacing dimensions.
- Typical diagrams showing charge configurations including the location and amount of each type of explosives, primers, detonators, top-stemming, column heights, inert stemming decks and subdrill.
- Calculations showing maximum charge per delay determinations based on scaled distance calculations to various structures
- A delay and initiation diagram showing surface delay connections, in-hole delay times, and actual firing times of all charges.
- Predicted maximum vibration level at the most restrictive point of concern
- Description of methods that will be used to cover blasts
- Description of plans to notify residents of buildings located within 1,000 feet of blasts or as determined by the Blaster in Charge.
- Description of methods and trained personnel that will be deployed to block roadways during blasting
- Description of methods used to clear any loose rock or debris from the

roadway following blasting in order to completely open the roadway to traffic in the allotted time frame. Description should include details of equipment and personnel staged at each blast site.

Drill Logs and Post Blast Reports shall be submitted within 24 hours after the time of blasting. Drill logs shall include all information shown on the forms and hole numbers shall be consistent with numbers used in blast plan diagrams. Post Blast Reports shall contain all blast design information required in the blast plans and shall show as-built changes and a summary of vibration monitoring results.

(3) Post-blast Report

Within 3 days after each blast or before the next blast, whichever is sooner, submit a post-blast report signed by the Blaster-in-Charge that includes the following:

- Results and effectiveness of the blast and any proposed changes to subsequent site-specific blast plans
- Blast monitoring report
- Blast damage report when necessary
- Drilling records including blast pattern and blast hole drill logs

(C) Pre-construction Condition Surveys

Conduct pre-construction condition surveys in accordance with the “Project Requirements” section of these specifications and the accepted General Blast Plan. Text of reports shall be typed and a digital copy shall be submitted.

At a minimum, reports shall include the following:

- Summary naming the person who performed the survey and comments about each structure and existing condition
- Sketches of interior and exterior walls and foundations with existing cracks and a written description of the cracks including the length, width, type and angle
- Reports shall include digital color photographs. Photos must be taken of all cracks and other damaged, weathered or otherwise deteriorated structural conditions. If necessary, macro lenses and flash illumination shall be used to ensure defects are shown clearly in the photographs. Photos shall contain an accurate date stamp.
- A walk-through video with audio commentary shall be done for each surveyed structure or improvement within the specified survey boundaries. Audio comments shall include name(s) of survey staff, property type, name of owner, date and time of survey, and comments about the condition of the observed structure. Digital video recordings shall be made, and the file shall be submitted via file share to the Department along with the written report.

Blast Monitoring

At a minimum, monitor vibration and air-overpressure (noise) at a minimum of three locations. One

instrument shall be located at the nearest occupied building. Two other instruments shall be located at other structures or utilities of concern. All instruments and their use shall fully conform to standards published by the Vibration Section of the International Society of Explosive Engineers (ISEE). All monitoring equipment shall be calibrated within one year of the date the data is collected. Interpret the recorded data and submit a blast monitoring report signed by the Blaster-in-Charge (or Blast Monitoring Consultant, if applicable) with the post-blast report within 24 hours after each blast or before the next blast, whichever is sooner.

Seismographs will be placed for one week at the beginning of the project letting to determine ambient vibration levels. Locations shall be determined by the Blasting Consultant.

Damage Notification

If damage occurs from blasting or if damage is alleged, notify the City of Johnson City's Designated Representative immediately. Submit a blast damage report signed by the Blaster-in-Charge (and Blast Monitoring Consultant, if applicable) with the post-blast report that includes the following:

- Property owner's (and injured persons, if any) names, addresses and telephone numbers
- Details and description of damage or alleged damage (and injury, if any) with photos or video
- Any associated tort claims, complaint letters and other applicable information

Blast Design Requirements

(A) Vibration and Air-overpressure Control

Design blasts for the vibration and air-overpressure (noise) warning levels and not-to-exceed limits in the "Project Requirements" section of these special notes. If warning levels are exceeded, the Engineer may require additional monitoring and the Contractor should be aware that future blasts could exceed the not-to-exceed limits. If not-to-exceed limits are exceeded, the City of Johnson City's Designated Representative may suspend blasting operations and require test blasts and a revised General Blast Plan.

Design and perform rock blasting to assure no excessive movement of rock or adjacent material occurs. If excessive movement of blasted rock or adjacent material occurs, the Engineer will suspend blasting operations and require test blasts and a revised General Blast Plan.

(1) Peak Particle Velocity and Scaled Distance

Use the following formulas to predict peak particle velocity (PPV) and scaled distance (Ds).

$$PPV = K(Ds)^m \quad \text{and} \quad Ds = D / (W_{max})^{0.5}$$

where: PPV = Peak Particle Velocity (in/sec)

K and m = Site specific constants defining initial energy and

$$D_s = \frac{K}{D^m} \sqrt{W_{\max}}$$

decay
 D_s = Scaled Distance (ft/lb^{0.5})
 D = Distance to subject structure (ft)
 W_{\max} = Maximum charge per delay (lbs)

Typically, a K of 150 and an m of -1.6 may be used for the equations above. However, K and m are site specific and may be determined by performing a regression analysis of multiple PPV and D_s data pairs. Select K and m based on actual site conditions, rock type and structure, subsurface information, and blast monitoring measurements.

(B) Production Blasts

Design production blasts in accordance with the following unless otherwise approved:

- Diameter of production blast holes may not exceed 4" (76 mm).
- No dynamite or nitroglycerin-based explosives should be used with the exception of boosters.
- Subdrilling of blastholes beyond the desired lines of cut slopes shall not exceed 6 inches (15 cm).
- Only shock-tube or electronic initiation systems shall be used for this work. The use of cap-and-fuse is prohibited. Use delay blasting to detonate production blast holes towards a free face.
- Maximum burden of rock between all portions of charges and nearest rock surface shall be at least 25-charge-diameters. For example, for 2-inch-diameter charges, minimum confining burden is 50 inches (25 x 2) or 4.2 feet.
- All charges shall be stemmed with at least 25 charge-diameters of clean washed crushed stone sized from 3/8 to 1/2 inch. No drill cuttings will be allowed.
- All blasts located within 500 feet of structures or power lines should be covered with blasting mats or 3 feet of sand or other suitable materials.
- Blast benches should be wetted with sprayed water to suppress dust on days when maximum forecasted wind speed is greater than 20 mph.
- The minimum scaled distance used to limit charge-per-delay shall be 80 for occupied residential and commercial structures; and 140 for historic structures.

(C) Controlled Blasts

Controlled blasts are required for final cut slopes steeper than 2:1 (H:V) when the height of the rock face exceeds 15 ft (4.6 m).

(1) Presplitting

Presplitting is required for final cut slopes 3/4:1 (H:V) or steeper. Design presplitting such that irregularities in the presplit rock face between holes does not exceed 1 ft (0.3 m) and in accordance with the following unless otherwise approved:

- Use presplit blast holes with a diameter of 2 to 3 inches (50 to 75 mm)
- Space presplit blast holes 10 times the hole diameter unless testing shows better performance at different spacing
- Minimize subdrilling between lifts to only the width of the horizontal offset between lifts
- Do not subdrill below final grade
- Extend presplit blast holes a minimum of 30 ft (9.1 m) beyond the limits of the production blasting or to the end of the cut section
- Bench height or lift thickness may not exceed 25 ft (7.6 m)
- Do not use ANFO or any other bulk loaded products
- Use cartridge explosives or other types of explosives specifically designed for presplitting
- The maximum charge diameter may not exceed one half the diameter of the presplit blast holes except for the charge in the bottom 2 ft (0.6 m) of the holes
- Presplitting may be performed with production blasting provided all presplit blast holes are fired at least 25 ms before the production blast holes

(2) Cushion Blasts

Cushion blasts refer to either trim or cushion blasting. Design cushion blasts in accordance with the following unless otherwise approved:

- Diameter of cushion blast holes may not exceed 4"
- Minimize subdrilling to only that required for excavation of the final cut slopes
- Do not subdrill below final grade
- Bench height or lift thickness may not exceed 25 ft (7.6 m)
- Use a maximum of half the charge density and burden of the production blast holes for the cushion blast holes
- Do not use bulk ANFO or any other bulk loaded products
- Fire cushion blast holes after production blast holes with a minimum 25 ms delay

(D) Trench Blasts

Design trench blasts in accordance with the following unless otherwise approved:

- Diameter of trench blast holes may not exceed 4"
- Do not use bulk ANFO or any other bulk loaded products
- Use cartridge explosives or other types of explosives specifically designed for trench blasting
- Use a charge diameter $\frac{1}{2}$ to $\frac{3}{4}$ inch (13 to 19 mm) less than the diameter of the trench blast holes

Test Blasts

A test blast is defined as drilling, blasting and excavation of a test section before beginning or

restarting full scale blasting. When test blasts are required in the “Project Requirements” section of these specifications or as directed by the City of Johnson City’s Designated Representative, perform the required number of test blasts for both production and controlled blasting (presplitting, cushion or trim blasting) or trench blasting before beginning full scale blasting. Submit proposed test blast locations with the General Blast Plan. Also, if the City of Johnson City’s Designated Representative suspends blasting operations after full scale blasting has begun, one or more test blasts may be required before resuming blasting. When this occurs, inform the City of Johnson City’s Designated Representative of the test blast locations before submitting any Individual Blast Plans.

Perform test blasts in accordance with the submittal, blast design and construction requirements except submit an Individual Blast Plan for test blasts 72 hours before beginning drilling. Full scale blasting may not begin or resume until the test blasts are acceptable to the City of Johnson City’s Designated Representative. The City of Johnson City’s Designated Representative will not consider whether a test blast is acceptable until the rock face is exposed, and the post-blast report is submitted. Examples of results that may be unacceptable include excessive vibration, air- overpressure or flyrock, overbreakage, damage to the final cut slope face and overhangs.

Blasting Methods and Activities

Before beginning drilling, conduct a pre-blast kick-off meeting to discuss the blasting and monitoring. Schedule this meeting after the General Blast Plan has been submitted and accepted. The City of Johnson City’s Designated Representatives, Contractor and Blaster-in-Charge, Blasting Consultant, and Blast Monitoring Consultant will attend this pre-blast meeting.

Drill and blast in accordance with Individual Blast Plans, the general blast plan, and this provision. Use explosives in accordance with all applicable government regulations, professional society standards and manufacturer guidelines and recommendations.

The City of Johnson City will be responsible for removing all overburden material along the top of the excavation for a minimum of 30 ft (9.1 m) beyond the blast holes or the end of the cut unless otherwise stated. The Contractor and Blaster-in-Charge as well as the Blasting Consultant will inspect all rock surfaces to identify free faces and weaknesses for the purpose of appropriately locating blast holes so charges are adequately confined.

Drill blast holes within 6” (75 mm) of planned location and control drilling to maintain the final cut slope angles and to assure sub-drilling does not exceed specified amounts in shallow rock slopes. Accurately determine the angle at which the drill steel enters the rock. Alignment is crucial for presplit holes (if used). Drilling will not be permitted if the alignment of presplit holes cannot be verified during drilling to the satisfaction of the City of Johnson City’s Designated Representative. Deviations in presplit holes from the required alignment by more than 6” (150 mm) normal to the cut slope are not allowed.

Cover or plug all blast holes after drilling to prevent unwanted backfill and identify and mark each hole with hole number and depth. Blast holes are required to be free of obstructions the entire depth. Load holes without dislodging material or caving in the blasthole wall. Use standard size nos. 67 and 78 in accordance with Section 903.22 of the *TDOT Standard Specifications* for stemming. Stem blast holes with diameters of 5” (250 mm) or greater with no. 67 coarse aggregate and blast holes with diameters less than 5” (250 mm) with no. 78 coarse aggregate. Do not stem blast holes with drill cuttings.

Notify all occupants of residences, businesses and structures in the surrounding area and the City of Johnson City's Designated Representative at least 24 hours before blasting. Check for misfires immediately after each blast before signaling all clear. Remove any loose, hanging or potentially dangerous conditions by hand or machine scaling methods. Resume drilling only after scaling is complete.

When the height of a cut requires multiple lifts or benches, offset the pre-split blast holes for each subsequent lift to the minimum distance necessary to allow for drill equipment clearances. Adjust the alignment of controlled blast holes to account for this offset as well as any drift that occurred in the preceding lift.

The Blast Monitoring Consultant or the City of Johnson City's Designated Representative may suspend blasting operations when vibration, air-overpressure or flyrock limits are exceeded, unsatisfactory rock cut slopes are produced or other reasons.

Remove all loose material from final rock faces by scaling. The Contractor is responsible for the final rock face. If blasting damages the final rock face, stabilize the slope at no additional cost to the City of Johnson City with a method proposed by the Contractor and accepted by the City of Johnson City's Designated Representative.

If structures or utilities are damaged, promptly replace or repair them at no additional cost to the City of Johnson City and/or property owner.

The Contractor shall be liable for all damages to private property caused by blasting operations, including subsequent damages due to sewer back-ups or flooding resulting from blasting damage to mainlines or service laterals.

Secondary Blasting

Secondary blasting is used to reduce the size of naturally occurring boulders or those resulting from initial blasting. Submit a combined general and site-specific blast plan for secondary blasting.

Mud capping, which is defined as placing an unconfined explosive charge in contact with a rock surface without the use of a blast hole and covering it with mud, is not allowed.

All blast covering requirements and monitoring requirements specified for test and production blasts shall be applied for secondary blasting.

Blasting Adjacent to Roadway Traffic

Do not blast adjacent to roadway traffic until rolling roadblocks have been established. Roadblocks will be limited to the timeframes stated under the "Project Completion" section of these specifications to pull a shot and clean any debris from the roadway.

Project Completion

This project shall be completed in 2 phases as follows:

Phase 1: within 60 days of the Notice to Proceed for Phase 1

Phase 2: within 60 days of the Notice to Proceed for Phase 2

All Work hours shall be coordinated with and approved by the City of Johnson City's Designated Representative.

Measurement and Payment

Contractor shall provide lump sum pricing for all work to be completed based upon delineated blast zone provided and other documentation provided in submittals.

Contractor shall also provide unit pricing for additional blasting falling outside of delineated blast zone as follows:

Pre-splitting of Rock will be measured and paid for in square yards. Presplitting will be measured along the presplit rock face from the toe of the slope to the crest of the presplit line. No payment will be made for unsatisfactory presplitting as determined by the Engineer.

All other Blasting including Scaling will be measured and paid for in cubic yards, acceptably excavated, measured in its original position by cross-sectioning the area excavated. Cross-sections may be determined from conventional manual surveys, aerial surveys, Digital Terrain Modeling, or a combination of these methods.

Lump Sum pricing should be inclusive of all associated activities and costs (planning, testing, traffic control, safety, etc.). with the exception of mobilization fees.

Contractor shall provide lump sum pricing for each mobilization.

A maximum of one (1) mobilization per phase, two (2) total, shall be included in lump sum pricing unless otherwise approved by the City of Johnson City through a written change order.

No additional payment will be made, or extension of contract time allowed when the City of Johnson City's Designated Representative and/or the Blasting Consultant suspends blasting operations and requires test blasts, additional monitoring, or submittals in accordance with these specifications.

INSURANCE CHECKLIST

(Public Works – Rock Blasting Services, incl. Pre/Post Blast Surveys & Monitoring Services)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

- ☒ 1. Worker's Compensation (proprietor/partners/executive officers exclusion not allowed) Statutory limits of Tennessee and Employer's Liability \$100,000/accident, \$100,000/disease, \$500,000/disease policy limit
- ☒ 2. Commercial General Liability (including Premises/Operations) \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 3. Automobile Liability & Owned/Hired/Non-Owned Vehicles \$500,000 BI/PD each accident, Uninsured Motorist
- ☒ 4. Independent Contractors \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 5. Products/Completed Operations \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 6. Contractual Liability \$1,000,000 CSL BI/PD each occurrence, \$1 Million annual aggregate
- ☒ 7. Personal and Advertising Injury Liability \$1,000,000 each offense, \$1 Million annual aggregate
- ☒ 8. Umbrella Liability \$3 Million Bodily Injury, Property Damage and Personal Injury
- ☒ 9. Per Project Aggregate
- ☐ 10. Professional Liability \$1 Million per occurrence/claim
- ☒ a. Architects and Engineers \$1 Million per occurrence/claim
- ☐ b. Asbestos Removal Liability \$2 Million per occurrence/claim
- ☐ c. Medical Malpractice \$1 Million per occurrence/claim
- ☐ d. Medical Professional Liability \$1 Million per occurrence/claim
- ☐ 11. Miscellaneous E & O \$1 Million per occurrence/claim
- ☐ 12. Motor Carrier Act End. (MCS-90) \$1 Million BI/PD each accident, Uninsured Motorist
- ☐ 13. Motor Cargo Insurance
- ☐ 14. Garage Liability \$1 Million Bodily Injury, Property Damage per occurrence
- ☐ 15. Garagekeepers Liability \$500,000 Comprehensive, \$500,000 Collision
- ☐ 16. Inland Marine-Bailee's Insurance \$
- ☐ 17. Moving and Rigging Floater Endorsement to CGL
- ☐ 18. Dishonesty Bond \$
- ☐ 19. Builder's Risk/Installation Floater Provide coverage in the full amount of contract
- ☒ 20. XCU Coverage Endorsement to CGL
- ☒ 21. Carrier Rating shall be Best's Rating of B++V or better or its equivalent
- ☒ 22. Notice of cancellation, non-renewal or material change in coverage shall be provided to City at least **30 days** prior to action. Worker's Compensation and/or non-payment of premium - notification may be **10 days** prior to action.
- ☒ 23. The City of Johnson City shall be named as Additional Insured on all policies except Worker's Compensation, Auto and Professional Liability. **Per Acord 25 (2009/01), policies must be endorsed to incl. on-going & completed operations; must submit copy of endorsement(s).** (Cert. Holder: City of Johnson City, Attn: Purchasing, P.O. Box 2150, Johnson City, TN 37605. Email: purchasing@johnsoncitytn.org.)
- ☒ 24. Certificate of Insurance shall show project number or other contract identifier used by the City.
- ☐ 25. OTHER INSURANCE REQUIRED: _____

INSURANCE AGENT'S STATEMENT:

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

Comments: _____

Is Professional Liability excluded under General Liability? Yes _____ No _____

Is Contractual Liability excluded under Comm. General Liability? Yes _____ No _____

Is Independent Contractors excluded under Comm. General Liability? Yes _____ No _____

Carrier ratings: Insurer A _____; Insurer B _____; Insurer C _____; Insurer D _____

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

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

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: _____

Bid or Project Name: _____

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

GENERAL CONTRACT FORM

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

INSURANCE

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

1. General Insurance Requirements:

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

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

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

“The City of Johnson City, Tennessee together with all of its various departments, bureaus, and agencies, as well as any affiliated or subsidiary board, committee, or authority, including but not limited to the City of Johnson City, Dept. of Education (A.K.A “Johnson City Schools”).”

1.4 The contractor shall provide insurance as specified in the Insurance Checklist contained in this document. In the event that Contractor obtains insurance coverage that is broader than the minimum required by this Agreement, this Agreement shall be deemed to require the broader coverage, including but not limited to any greater limits and any excess or umbrella coverages.

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

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

1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. If the Contractor fails to provide acceptable evidence of current insurance within ten days of written notice at any time during the Contract Term, the City shall have absolute right to terminate the Contract without any further obligation to the Contractor and the Contractor shall be liable to the City for the entire additional cost of procuring performance by another vendor and the cost of performing the incomplete portion of the Contract at time of termination. **Contractor** is required to provide the City with notice of cancellation, non-renewal, or material change in coverage at least thirty (30) days prior to cancellation, non-renewal, or material change in coverage.”

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

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

1.10 Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. All existing structures, utilities, roads, services, trees and shrubbery shall be protected against damage or interruption of service at all times by the Contractor and its subcontractors during the term of the Contract, and the Contractor shall be

held responsible for any damage to property occurring by reason of its operation on the property.

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

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

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

2. Contractor's Insurance – Occurrence Basis:

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

- **Commercial General Liability** – The Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Action of Independent Contractors;
 - iv. Contractual Liability including protection for the Contractor from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards.
- **Professional Liability/Miscellaneous Errors and Omissions** insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the contract, in the amount shown in the Checklist.
- **Business Automobile Liability** including coverage for any owned, hired, or non-owned motor vehicles, Uninsured Motorists insurance, and Automobile Contractual Liability.

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

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

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

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

4. Alternative Coverage (Self Insurance)

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

5. Limits of Liability Coverage

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

6. Verification of Compliance

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

Contractor's Name: _____

EIN or SSN: _____

Authorized Representative (Printed): _____

Authorized Representative (Signature): _____

Title: _____

Date: _____

This form and the Insurance Checklist must be completed and returned with Certificate of Insurance, as specified, prior to contract award.



STATE CONTRACTORS LICENSING INFORMATION BID ENVELOPE FORM

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

PART 1

ALL BIDDERS MUST COMPLETE

TO:	City of Johnson City, Tennessee ITB # 6768 ROCK BLASTING PROJECT
DUE DATE & TIME:	MAY 13, 2024 AT 2:00 PM LOCAL TIME
LOCATION:	OFFICE OF PURCHASING DIRECTOR, 209 WATER STREET JOHNSON CITY, TN 37601
NAME OF BIDDER:	
ADDRESS OF BIDDER:	
FEDERAL ID # OF BIDDER:	
LICENSE NO.:	#
LICENSE CLASSIFICATION OF BIDDER:	
EXPIRATION DATE:	
MONETARY LIMITS:	

PART 2

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

Revised 12/2019



DRUG FREE WORKPLACE AFFIDAVIT

All vendors with five (5) or more employees must execute the attached Drug Free Workplace Affidavit to verify compliance with TCA 50-9-113 and return same with response. Failure to comply with this requirement will declare that submittal non-responsive.

City Of Johnson City, Tennessee - Policy No. HR-131

SECTION I – PURPOSE OF THE DRUG & ALCOHOL TESTING PROGRAM

The City of Johnson City recognizes its responsibility to provide safe and efficient operations for our employees, our citizens and the general public. Our commitment to provide safe and efficient operations is shown by the implementation of programs and procedures which ensure compliance with appropriate safety measures, as well as the letter and intent of all applicable laws and regulations. There is sufficient evidence to conclude that the use of illegal drug/alcohol; drug/alcohol dependence and drug/alcohol abuse seriously impairs an employee's performance and general physical and mental health. The illegal possession and use of drugs, alcohol and/or narcotics by employees of the City is a crime in this jurisdiction and is clearly unacceptable. Therefore, the City of Johnson City has adopted this written policy to ensure an employee's fitness for duty as a condition of employment; to ensure the drug tests and alcohol tests are conducted on safety-sensitive positions in the categories of: pre-employment, random testing, suspicion testing, and return-to-duty testing.

To comply with TCA Title 50 Chapter 9 Part 1, all bidders and/or proposers of service to the City must have a testing program of the same or better than the requirements of the City of Johnson City.

DRUG-FREE WORKPLACE AFFIDAVIT

State of _____

County of _____

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

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

(Signed) _____

(Title) _____

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

Title

My Commission expires _____

Complete and return with response package



**SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS**

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfq, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City. Any document superfluously provided and not requested in the solicitation document may not be considered.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. This includes value engineering with the low bidder if cost is over budget. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

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

5. BID TABULATIONS/RFP/RFQ RESPONSES & AWARD RECOMMENDATIONS

Bid tabulations and RFP/RFQ respondent's lists will be posted and available no later than the next business day on our above website. Click on "awarded/opened solicitations". Award recommendations, when ready, will also be posted there.

6. BRAND NAMES

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

7. CONDITION STANDARDS

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

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

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

10. DELIVERY

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

11. DISCOUNT AND PAYMENT

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

12. EQUAL OPPORTUNITY

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

13. EVALUATION

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

14. EXAMINATION OF BIDS/RFPS/RFQS

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPS/RFQS. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. INDEMNIFICATION

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

17. INSPECTION

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

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

20. LICENSES, FEES, PERMITS

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

21. MULTIPLE ITEM BIDS

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

22. NON-BOYCOTT OF ISRAEL ACT

Pursuant to the Non-Boycott of Israel Act Tenn. Code Ann. § 12-4-119 requires that contracts of \$250,000+ to suppliers with 10 or more employees must certify that to the best of its knowledge and belief they are not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not during the full term of any award.

23. NON-COLLUSION AGREEMENT

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

24. PARTS AND SERVICE

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

25. PENALTIES

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

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

26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

27. PRICING

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

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

31. SAFETY STANDARDS

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

32. SAMPLES

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

33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

34. SIGNATURE ON BIDS

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

35. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

36. TAXES

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

37. TERM OF CONTRACT

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

38. WARRANTY

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

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

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

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

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion with or

without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, 209 Water Street, Johnson City, TN 37601 or via e-mail: purchasing@johnsoncitytn.org. If you do not offer this product/service please remove from your vendor profile.

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

Solicitation No.: # _____

Solicitation Name: _____

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

_____ Insufficient time to adequately prepare a response

_____ Our company does not offer this product or service.

_____ Our schedule will not permit us to perform in a timely manner

_____ We are unable to meet bond requirements

_____ We are unable to meet insurance requirements

_____ We are unable to offer comparable product or service

_____ We are unable to meet specifications (explain below)

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

Company Name: _____

Address: _____

Signature: _____

Telephone: _____

E-mail: _____

Date: _____