

(ITB NO.: 5632
RE-ROOFING OF THE
SOUTH SIDE ELEMENTARY SCHOOL
1011 SOUTHWEST AVENUE
JOHNSON CITY, TN

AND RE-ROOFING OF THE
WOODLAND ELEMETNARY SCHOOL
2303 INDIAN RIDGE ROAD
JOHNSON CITY, TN

BEESON, LUSK & STREET, INC.
207 EAST MAIN STREET, SUITE 3C
P.O. BOX 1909 ZIP 37605-1909
JOHNSON CITY, TN 37604
PHONE: 423-928-1175



SEPTEMBER 27, 2012

ADDENDUM NO. 03

1. Refer to Specification Section 00300, FORM OF PROPOSAL, add the following attached City of Johnson City required forms for Bidding purposes.

State Contractors Licensing Information - Bid Envelope Form
Insurance Checklist
Bidder's Instructions

END OF ADDENDUM NO. 03



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 OUTERMOST BID ENVELOPE IF BID IS \$25,000+

PART 1

ALL BIDDERS MUST COMPLETE

TO:	City of Johnson City, Tennessee SOUTHSIDE & WOODLAND ELEMENTARY SCHOOL RE-ROOFING'S ITB #5632
DUE DATE & TIME:	OCTOBER 2, 2012 3:30 PM
LOCATION:	OFFICE OF PURCHASING DIRECTOR, 209 WATER STREET JOHNSON CITY, TN 37601
NAME OF BIDDER:	
ADDRESS OF BIDDER:	
FEDERAL ID # OF BIDDER:	
LICENSE NO.:	#
LICENSE CLASSIFICATION OF BIDDER:	
EXPIRATION DATE:	
MONETARY LIMITS:	

PART 2

BIDDER MUST COMPLETE THIS SECTION IF BID INVOLVES: \$25,000+ (1) ELECTRICAL WORK, (2) PLUMBING WORK, (3) HEATING, VENTILATION, AIR CONDITIONING, (4) GEOTHERMAL WORK OR \$100,000+ (5) MASONRY.

IF NOT, ENTER NONE IN THE SPACES FOR ITEM (A) BELOW.

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

INSURANCE CHECKLIST

(Roof Repair/Replacement)

REQUIRED COVERAGE (marked by "x")

MINIMUM LIMITS

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

INSURANCE AGENT'S STATEMENT:

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

Comments: _____

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

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

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

CONTRACTOR'S STATEMENT:

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

CONTRACTOR'S NAME: _____ AUTHORIZED SIGNATURE: _____

Date: _____

Bid Number: ITB 5632

Bid or Project Name: RE-ROOFING OF SOUTH SIDE & WOODLAND ELEMENTARY SCHOOL'S.

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

BIDDER'S INSTRUCTIONS

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. Successful vendor shall provide certificate of insurance, as specified, prior to contract release by Purchasing.

MEASURE AND PAYMENT

All payments shall be NET 45 days following receipt.

DRUG FREE WORKPLACE

All bidders 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 bid non-responsive.

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 those proposing to do service with the City must have a testing program of the same or better than the requirements of the City of Johnson City.

CRIMINAL HISTORY AFFIDAVIT

All bidders must execute the attached Criminal History Affidavit. Contractor shall comply with Tennessee Code Annotated Section 49-5-413, which requires all contractors to conduct a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

REQUIREMENTS FOR BIDS, REQUEST FOR PROPOSALS AND CONTRACTS AND THE GENERAL TERMS & CONDITIONS.

This bid also includes the City's "Requirements For Bids, Requests For Proposals, and Contracts, etc." and "General Terms and Conditions" attached hereto and set forth herein as if verbatim.

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.

BIDDER'S ELIGIBILITY

Bids will be accepted from Bidder's of Record only (obtained bidding documents from issuing office). Also – only those BIDDERS WHOSE company name is listed on the pre-bid sign in-sheet will be considered responsive. NO EXCEPTIONS.