

ADDENDUM NO. 2  
WATER SYSTEM IMPROVEMENTS  
CONTRACT 18-01  
GREENWAY BOULEVARD AND BACK VALLEY ROAD WATER LINE EXTENSIONS  
CONTRACT 18-02  
INDUSTRIAL PARK 500,000 GALLON ELEVATED WATER STORAGE TANK  
DAYTON, TENNESSEE  
WAUFORD PROJECT NO. 4630

Date of Addendum: April 24, 2019

Bid Opening: June 4, 2019

1. Advertisement for Bids, Pages AB-1 through AB-3:

Replace with the attached Advertisement for Bids, Page AB-1\* through AB-3\*.

2. Information for Bidders, Page IB-1:

Replace with the attached Information for Bidders, Page IB-1\*.

3. Bid Bond, Page BB-1:

Replace with the attached Bid Bond, Page BB-1\*.

4. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 4. Time of Completion and Liquidated Damages, Page DS 1-2:

Modify the paragraph to read as follows:

“Time is of the essence on this contract and work on this contract shall be prosecuted in a timely manner.

Time of completion after notice to proceed will be as follows:

Contract 18-01 – One hundred twenty (120) consecutive calendar days

Contract 18-02 – One hundred eighty (180) consecutive calendar days

If the work is not completed within the time specified, liquidated damages in the amount of \$1,000 per calendar day will be deducted from the compensation otherwise due to the Contractor(s) in accordance with the Contract Documents for each calendar day thereafter, Sundays and holidays included, that the work remains uncompleted.

The Contractor's attention is called to **Article 12 and Article 14** of the General Conditions regarding contract completion date time extensions."

5. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 5. Guarantee - One Year Warranty, Page DS 1-3:

Modify the paragraph to read as follows:

"The Contractor(s) shall guarantee all work performed under this contract for a period of one year after the date of Substantial Completion in accordance with requirements of **Paragraph 16.30** of the General Conditions."

6. Detailed Specifications, Section 1. General Scope and Special Provisions, Paragraph 6. Engineer's Authority, Page DS 1-3:

Modify the paragraph to read as follows:

"See Paragraph **9.13** of the General Conditions."

7. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 9. Progress Schedule and Progress Meetings, Page DS 1-4:

Modify the paragraph to read as follows:

"The Contractor shall furnish for approval five (5) copies of a suitable progress chart or schedule in graphical form showing the estimated schedule for the project as required in Paragraph **6.6** of the General Conditions. After approval, the Contractor shall keep the chart current showing the actual progress on the project in relation to the estimated schedule. FAILURE TO SUBMIT SAID PROGRESS SCHEDULE AND KEEP IT CURRENT MONTHLY SHALL BE GROUNDS FOR NONPAYMENT OF PARTIAL PAYMENT REQUESTS. The first Progress Schedule should be submitted at the preconstruction meeting.

Monthly progress meetings will be conducted with the Contractor's Project Manager, Engineer's Project Manager, and the Owner."

8. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 19. Substantial Completion/Delays in Final Completion, Page DS 1-7:

Modify the paragraph to read as follows:

“Please see **Article 14** of the General Conditions.”

9. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 22. Occupational Safety and Health Act, Page DS 1-8:

Modify the paragraph to read as follows:

“All work under each Contract shall be done in strict compliance with the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

It is not the intention of these Specifications to conflict with the Act in any way, and where conflicts may arise, the Act shall govern.

The Contractor’s attention is called to **Paragraph 6.20 through Paragraph 6.23** of the General Conditions.”

10. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 26. Lines and Grades, Page DS 1-9:

Modify the paragraph to read as follows:

“The Engineer has established survey baselines for the work. Benchmarks were set at the time of the original survey, the locations and elevations of which are shown on the Plans. These benchmark elevations were checked and verified at the time of the original survey.

Where tie-ons to existing lines or structures are to be made, the actual inverts of the existing lines or elevations of existing structures shall be field checked for verification before construction begins.

Any apparent discrepancy or error discovered in these benchmark elevations shall be reported to the Engineer immediately at telephone number 865-984-9638. Written approval from the Engineer shall be obtained before any changes are made.

The Contractor’s attention is called to Paragraph **6.3** of the General Conditions.”

11. Detailed Specifications, Section 1. General Scope and Special Provisions, Contracts 18-01 and 18-02, Paragraph 34. Subsurface Conditions/Site Conditions, Page DS 1-11:

Modify the paragraph to read as follows:

“Neither the Owner nor the Engineer is responsible for subsurface conditions. By executing the Agreement form in the Contract Documents, the Contractor affirms that he/she has made his/her own determination concerning the

characteristics of subsurface soils and groundwater conditions to be encountered during the performance of the scope of work described in these Detailed Specifications and/or depicted on the accompanying Plans. The Contractor further affirms that the costs for performing the scope of work described at these Detailed Specifications and depicted on the accompanying Plans associated with subsurface conditions are included in the prices listed in the BID FORM. The Contractor’s attention is called to Paragraph **4.2** of the General Conditions. A copy of the geotechnical engineering report prepared by Foundation Systems Engineering, P.C. is located at the end of Section 1 of these Detailed Specifications.”

12. Detailed Specifications, Section 4. Water Line and Appurtenances, Contracts 18-01 and 18-02, Paragraph 29.a. General, Page DS 4-19:

Modify the paragraph to read as follows:

“The Contractor shall furnish all equipment, materials, labor, and all other appurtenances for the construction of the Fourteenth Avenue Tank Altitude Valve Structure and the Bryan College Altitude Valve Structure as specified herein and as shown on the Plans. The altitude valve shall consist of an electrically operated butterfly valve that operates based on inputs from the provided telemetry system. The control valve shall close when the tank is full and open at levels determined by the Owner, allowing the tank to fill. The tank shall discharge into the system when the altitude valve is closed through a check valve that only allows water to exit the tank. The gate valves shall be as specified in Paragraph 17. Gate Valves and Boxes as described in this section of these Detailed Specifications. The Electrical and telemetry work will be furnished by the Owner using Southern Flow of Alpharetta, Georgia, **or pre-approved equal**. The Contractor shall coordinate with Southern Flow and the Owner during installation and startup.”

13. Detailed Specifications, Section 5. Industrial Park 500,000 Gallon Elevated Water Storage Tank, Contract 18-02, Paragraph 2. Design of Elevated Water Storage Tank and Foundation, Page DS 5-1:

Modify the paragraph to read as follows:

“The Contractor shall provide professional design services for the design of the elevated water storage tank and the complete foundation proposed to support the tank. ~~Please refer to the General Conditions, Article 7.19 Delegation of Design Professional Services.~~

**Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.**

**If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to Engineer.**

**Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.**

**Pursuant to this paragraph, Engineer’s review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Document. Engineer’s review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the determining conformance with the Contract Documents.**

**Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.**

The design-constructor Contractor shall design a foundation, prepare and furnish foundation construction drawings and construct a foundation to support the prestressed concrete tank described at this Section of these

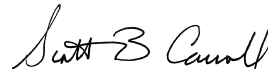
Detailed Specifications. The Owner has provided a geotechnical report as described at Section 3.8.4 of AWWA Standard D110 entitled "*Geotechnical Report – Industrial Park 500,000 Gallon Elevated Water Storage Tank – Dayton, Tennessee*" prepared by Foundation Systems Engineering, P.C. reproduced in its entirety and included at the end of Section 1 of these Detailed Specifications. The foundation design shall comply with the requirements at Section 3.8, Section 3.9 and Section 4.9 of AWWA Standard D110. Portland cement concrete used in the foundation construction shall be Class "A" and the Portland cement concrete, reinforcing steel, and anchor bolts shall comply with the requirements at Section 3 of these Detailed Specifications. The elevated water storage tank design and foundation design shall be prepared and sealed by a professional engineer licensed to practice in the State of Tennessee.

The Geotechnical Engineering Report provides the Owner's information for the Bidder's convenience and is intended to supplement rather than serve in lieu of the Bidder's own investigations. The Geotechnical Engineering Report is made available for the bidder's convenience and information but is not a warranty of existing conditions and is not part of the Contract Documents. The Bidder is responsible for examination of the project site and existing conditions including the presence of unconsolidated debris layers in the proposed tank footprint and adjacent areas.

14. Certificate of Owner's Attorney:

Insert attached Addendum Number 1 from City of Dayton City Attorney to Certificate of Owner's Attorney.

J. R. WAUFORD & COMPANY,  
CONSULTING ENGINEERS, INC.



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Scott B. Carroll, P.E.

Tennessee License No. 116799

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4630 – November 2018

ADVERTISEMENT FOR BIDS  
WATER SYSTEM IMPROVEMENTS  
DAYTON, TENNESSEE

Separate sealed BIDS for the construction of Water System Improvements for the City of Dayton, Tennessee, will be received at City Hall, 399 First Street, Dayton, Tennessee 37321, until **2:00 P.M. local time, June 4, 2019**, at which time and place they will be publicly opened and read aloud. Bids being mailed for this work should be mailed to Thomas W. Solomon, City Manager, City of Dayton, Tennessee, P.O. Box 226, Dayton, Tennessee 37321, and each bidder shall be responsible for their delivery by the above noted time.

The work involved is in two (2) contracts and consists of the following generally described work:

CONTRACT 18-01  
GREENWAY BOULEVARD AND BACK VALLEY  
ROAD WATER LINE EXTENSIONS

- Four Lump Sum connections
- 2,449 L.F. of 16-inch DIP Water Line installed via open cut methods
- 92 L.F. of 16-inch Restrained Joint DIP Water Line installed in existing casing pipe
- 395 L.F. of 16-inch Restrained Joint DIP Water Line installed via open cut methods
- 475 L.F. of 6-inch Water Line installed via open cut methods
- Access Road
- 14th Avenue Tank Altitude Valve
- Bryan College Tank Altitude Valve
- Tank Site Grading
- Fencing

The allotted time for construction of Contract 18-01 is 120 calendar days; liquidated damages for non-completion are \$1,000 per calendar day.

CONTRACT 18-02  
INDUSTRIAL PARK 500,000 GALLON ELEVATED  
WATER STORAGE TANK

- 500,000-Gallon Elevated Water Storage Tank

The allotted time for construction of Contract 18-02 is 180 calendar days. Liquidated damages are one thousand dollars (\$1,000.00) per calendar day.

The CONTRACT DOCUMENTS may be examined at the following locations:

J. R. Wauford & Company, 908 West Broadway, Maryville, TN 37801

Associated General Contractors of East Tennessee, Inc., 101 West 21<sup>st</sup> Street, Chattanooga, TN 37408

## ADVERTISEMENT FOR BIDS

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Builders Exchange of Tennessee, 300 Clark Street, Knoxville, TN 37921

ConstructConnect, 30 Technology Parkway South, Suite 100, Norcross, GA 30092

DODGE Data & Analytics for scanning to their website at [www.construction.com](http://www.construction.com)

Nashville Contractors Association, 7430 Burleson Lane, Murfreesboro, TN 37129

This project is funded by a grant through the Appalachian Regional Commission Project No. TN-19214.

Copies of the Plans and Project Manual which contains the Specifications and Contract Documents may be obtained at the office of J. R. Wauford & Company, Consulting Engineers, Inc. located at 908 West Broadway, Maryville, TN 37801 upon a non-refundable payment of \$250.00 for each set. Inquiries should be directed to Scott B. Carroll, P.E., Project Manager, [scottc@jrwauford.com](mailto:scottc@jrwauford.com). Each potential bidder shall include with his payment his contractor's license number, bonding limit and license expiration date.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Instructions for Bidders.

All bidders shall comply with all provisions of TCA 50-9-113 as it relates to Drug-Free Workplace requirements. The Contractor shall complete the Drug-Free Work Place Affidavit of the Prime Bidder form and submit it with his/her bid. The Contractor shall be responsible for any of its Subcontractor(s) compliance with said law.

All bidders shall comply with all provisions of Chapter 878 of TCA 12-4-1 as it relates to certification of compliance regarding illegal immigrants. The Contractor shall complete the Statement of Compliance Certificate Illegal Immigrants and submit it with his/her bid. The Contractor shall be responsible for any of its Subcontractor's compliance with said law.

In compliance with TCA 12-4-126(a) and (b) the ENGINEER will not issue addenda less than forty-eight (48) hours before the bid opening date and time; further, any questions concerning the bid documents shall be received by the ENGINEER before ninety-six (96) hours prior to the bid opening date and time.

The successful bidder is required to furnish both an acceptable performance bond and payment bond each in the amount of one hundred percent (100%) of the contract price.

All bidders must be licensed general contractors as required by the Contractor's Licensing Act of 1976 of the General Assembly of the State of Tennessee and qualified for the type of construction being bid upon. EACH BIDDER SHALL WRITE ON THE OUTSIDE OF THE ENVELOPE CONTAINING THE BID THE CONTRACTOR'S LICENSE NUMBER, THE EXPIRATION DATE, AND THAT PART OF THE CLASSIFICATION APPLYING TO THIS BID. If this is not done, the bid will not be opened.

Each Bidder shall abide by the provisions of TCA 62-6-119(b) which states in part:

“(b) Any person or entity involved in the preparation of the invitation to bid or comparable bid documents shall direct that the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the [masonry over \$100,000] electrical, plumbing, heating, ventilation, and air conditioning



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contracts, and for each vertical closed loop geothermal heating and cooling project, the company name, Tennessee department of environment and conservation license number, classification (G, L or G,L) and the expiration date, appear on the outside of the envelope containing the bid except when the bid is in an amount less than twenty-five thousand dollars (\$25,000) [masonry over \$100,000]. When the bid is less than twenty-five thousand dollars (\$25,000), the name of the contractor only may appear on the outside of the envelope containing the bid, and upon opening the envelope, if such bid is in excess of twenty-five thousand dollars (\$25,000), the same shall automatically be disqualified. Only one (1) contractor in each classification may be listed. Prime contractor bidders who are to perform the electrical, plumbing, heating, ventilation and air conditioning or the geothermal heating and cooling must be so designated upon the outside of the envelope. Failure of any bidder to comply therewith shall void such bid and the envelope containing such bid shall not be opened or considered. It is the duty and responsibility of the awarding person or entity who received the envelope containing the bid to verify only the completeness of the required licensure information prior to the opening of the envelope. Prior to the opening of the envelope, the names of all contractors listed thereon shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the information required hereby.”

\* The above is interpreted to apply to all bids by GENERAL CONTRACTORS which exceed \$25,000.

The Owner reserves the right to reject any and all bids, to waive informalities, and to negotiate with the apparent qualified best bidder or bidders to such extent as may be necessary.

No bidder may withdraw his bid for 90 days, while the Owner considers the bids. Mutually agreed upon time extensions may be made if necessary.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3, Segregated Facility, Section 109 and E.O. 11246.

DAYTON, TENNESSEE  
/s/

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Honorable Gary S. Louallen  
Mayor

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## INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

The City of Dayton, Tennessee (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of

\_\_\_\_\_ until \_\_\_\_\_ o'clock A.M. (P.M.)  
C.S.T./E.S.T., \_\_\_\_\_, 20\_\_\_\_, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to \_\_\_\_\_ at \_\_\_\_\_ and designated as bid for \_\_\_\_\_.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid:

Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Certification of Bidder Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Certification of Bidder Regarding Section 3 and Segregated Facilities, and Drug-Free Workplace Affidavit. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, the name of the project for which the bid is submitted, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract, and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, and all other information required by State law..

All bidders must be licensed General Contractors as required by the Contractor's Licensing Act of 1994 of the General Assembly of the State of Tennessee, and qualified for the type of construction being bid upon. Each bidder shall write on the outside of the envelope containing its bid: 1) its Contractor's license number; 2) that part of the classification applying to the bid. If this is not done, the bid will not be opened.

**BID BOND**

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

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to  
 \_\_\_\_\_ a certain Bid, attached hereto  
 and hereby made a part hereof to enter into a contract in writing for the  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

NOW, THEREFORE,

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

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

BB-1\*

**ADDENDUM NUMBER 1**

**CONTRACT 18-01: GREENWAY BOULEVARD AND BACK VALLEY ROAD  
WATER LINE EXTENSIONS**

**CONTRACT 18-02: INDUSTRIAL PARK 500,000 GALLON  
ELEVATED WATER STORAGE TANK**

**TO BE CONSTRUCTED UNDER A GRANT FROM THE APPALACHIAN  
REGIONAL COMMISSION  
ARC PROJECT NO. TN-19214**

This Addendum Number 1 (hereinafter sometimes referred to as “Addendum”) modifies the Specifications and Contract Documents between City of Dayton, Tennessee (hereinafter referred to as “Owner”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”) for Contract 18-01: Greenway Boulevard and Back Valley Road Water Line Extensions and Contract 18-02: Industrial Park 500,000 Gallon Elevated Water Storage Tank to be constructed under a grant from the Appalachian Regional Commission (ARC Project No. TN-19214). Notwithstanding any other provision in the Specifications and Contract Documents, the language in this Addendum takes precedence over all other terms, conditions or language to the contrary, and the Specifications and Contract Documents and this Addendum shall not be construed to create any ambiguity, it being the intent of the parties that this Addendum shall control. Accordingly, the Specifications and Contract Documents are amended as follows:

1. Paragraph 4.5.4. of the General Conditions shall be deleted in its entirety.
2. Add the following phrase to the end of Paragraph 5.4.7 of the General Conditions: “and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby.”
3. Paragraphs 5.6, 5.6.1, 5.6.2, 5.6.3, 5.6.4, and 5.6.5 of the General Conditions shall be replaced as follows:
  - 5.6. The CONTRACTOR shall purchase and maintain property insurance upon the Work at the site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
    - 5.6.1. include the interests of the OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER’s Consultants and any other persons or entities identified in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;
    - 5.6.2. be written on a Builder’s Risk “all-risk” or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work and Work in transit and shall insure against at least the following perils: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils as may be specifically required by the Supplementary Conditions;

5.6.3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

5.6.4. cover materials and equipment stored at the site or at another location that was agreed to in writing by OWNER prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by ENGINEER;

5.6.5. be maintained in effect until final payment is made unless otherwise agreed to in writing by OWNER, CONTRACTOR and ENGINEER with thirty days written notice to each other additional insured to whom a certificate of insurance has been issued:

5.6.6. include testing and startup; and

5.6.7. allow for partial utilization of the Work by OWNER.

4. Delete Paragraph 5.7 in its entirety.

5. The CONTRACTOR shall purchase and maintain boiler and machinery insurance or additional property insurance in sufficient amounts which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER'S Consultants and any other persons or entities who are deemed to have an insurable interest and all of such persons or entities herein shall be listed as an insured or additional insured.

6. The following shall be added to Paragraph 6, CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE, of the Supplemental General Conditions: "Contractual Liability coverage, as required in the General Conditions and the Supplemental General Conditions must be indicated on the insurance certificate under General Liability. Additionally, the CONTRACTOR'S General Liability Insurance for Products-Completed Operations Aggregate shall be in the minimum amount of \$1,000,000.00."

7. Paragraph 5.8 of the General Conditions – The phrase "and will contain waiver provisions in accordance with paragraph 5.11" shall be deleted.

8. Paragraph 5.11 of the General Conditions shall be deleted in its entirety, including all of paragraphs 5.11.1, 5.11.2, 5.11.2.1 and 5.11.2.2

9. For all of the insurance required to be maintained by the CONTRACTOR pursuant to the General Conditions, Supplemental General Conditions and this Addendum, the CONTRACTOR, upon execution of this Addendum, shall provide the OWNER with a certified copy of the policies of insurance, declaration page and all endorsements thereto, required by the General Conditions, Supplemental General Conditions and this Addendum, and which endorsements must provide OWNER the coverage set out herein and in the General Conditions and Supplemental General Conditions and be acceptable to the OWNER. The CONTRACTOR shall also provide the OWNER with a certificate of insurance for each policy required under General Conditions, Supplemental General Conditions and this Addendum showing that the coverages required hereunder are in force with premiums paid and that such policies are non-cancellable and may not be materially modified except upon thirty (30) days prior notice to the OWNER. Additionally, the CONTRACTOR shall provide certified copies of the policies of insurance required by the General Conditions, Supplemental General Conditions and this Addendum and all endorsements thereto when requested by the OWNER, but no less than annually during the term of the Agreement.

All insurance required herein and under the General Conditions and Supplemental General Conditions and all renewals thereof shall be issued by responsible insurance companies authorized to do business in the State of Tennessee.

Also, if any insurer which has issued a policy of insurance required pursuant to this Addendum, the General Conditions and the Supplemental General Conditions becomes insolvent or the subject of any bankruptcy, receivership or similar proceeding, the CONTRACTOR shall, in each instance, obtain a like policy issued by another insurer, which insurer and policy shall meet the requirements of this Addendum, the General Conditions and the Supplemental General Conditions.

10. In addition to the indemnification requirements contained in Article 6 of the General Conditions and elsewhere in the Contract Documents, the Contractor shall indemnify and hold harmless the Owner and its officers, agents, and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including but not limited to, personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), and costs (including but not limited to, reasonable attorney's fees, litigation, mediation, court costs, costs of experts, cost of depositions, and appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and/or persons employed by or utilized by the Contractor in the Contractor's performance of the Work and Project. The provisions of this Paragraph shall in their entirety survive the completion, termination or expiration of the Contract documents.

11. Notwithstanding any other provision in the Contract Documents to the contrary, arbitration is not permitted and if a dispute arises between the parties concerning any aspect of the Contract Documents and it cannot be resolved by mutual agreement any party may resort to resolution of the dispute by litigation in the state or federal courts for Dayton, Rhea County, Tennessee. The parties waive their right to a jury trial. The Contract Documents shall be governed by the laws of the State of Tennessee, without regard to its conflict of laws principles. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts or federal for Dayton, Rhea County, Tennessee.

12. This Agreement may be terminated by the Owner by giving written notice to the other party, at least thirty (30) days before the effective date of termination. Said termination will not be deemed a breach of contract by the Owner. Should the Owner exercise this provision, the Owner will compensate the Contractor for all satisfactory and authorized services completed as of the termination date, provided such services can be effectively used by the Owner, as set out in the Contract documents and each work authorization. Upon such termination, the Contractor will not have any right to any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

13. Failure by any party to the Agreement to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of the Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of the Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

14. The terms and provisions herein and in the Contract Documents are severable such that if any term or provision is declared or found to be invalid or unenforceable by a court of proper jurisdiction, such invalidity or unenforceability shall not affect the remaining terms and provisions of the Agreement or Contract Documents, which shall otherwise remain in full force and effect.

15. No member, official, or employee of the OWNER shall be personally liable to CONTRACTOR or any other party, including a third party beneficiary, in the event any provision of the

Agreement is unenforceable; there is any default or breach by the OWNER; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

16. CONTRACTOR acknowledges that this Project is being funded and constructed under a grant from the Appalachian Regional Commission and is assigned ARC Project number TN-19214 (hereinafter sometimes referred to as "Grant") and is being managed and administered by the Tennessee Department of Economic and Community Development (ECD) through a Grant Contract. In the event this Grant is not funded or monies are not made available to the OWNER under this Grant, the OWNER reserves the right to terminate this Agreement upon written notice to the CONTRACTOR. The OWNER'S right to terminate this Agreement due to lack of funds is not a breach of contract by the OWNER. Upon receipt of the written notice, the CONTRACTOR shall cease all work associated with the Agreement or Project. Should such an event occur, the CONTRACTOR shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the CONTRACTOR shall have no right to recover from the OWNER any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

17. All notices, demands, and requests to be given hereunder by either party shall be in writing and must be sent by overnight delivery service or certified or registered mail and shall be deemed properly given if tendered at the address of the party set forth below or at such other address as either party shall designate by written notice to the other.

OWNER: Thomas Solomon, City Manager, P. O. 226; Dayton, Tennessee 37321.

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

18. Add the following paragraph to Section 5, Paragraph 2, Design of Elevated Water Storage Tank and Foundation, of the Detailed Specifications: "The Contractor shall indemnify and hold harmless the Owner and its officers, agents, and employees from and against any and all liability, damages, losses, design flaws (whether in contract or in tort, including but not limited to, personal injury, accidental death or property damage, and regardless of whether the allegations are false, fraudulent or groundless), and costs (including but not limited to, reasonable attorney's fees, litigation, mediation, court costs, costs of experts, cost of depositions, and appeal expenses) which in whole or in part are caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and/or persons employed by or utilized by the Contractor in the Contractor's performance of the Work and Project and the design of the Elevated Water Storage Tank and Foundation. The provisions of this Paragraph shall in their entirety survive the completion, termination or expiration of the Contract documents.

19. As required by the Grant Contract, the CONTRACTOR hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of the Work or in the employment practices of the CONTRACTOR on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The CONTRACTOR shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

20. As required by the Grant Contract, the CONTRACTOR warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or

consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Project or Work and Contract documents.

21. As required by the Grant Contract, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or Agreement, the CONTRACTOR shall complete and submit Standard Form –LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

c. The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

22. As required by the Grant Contract, all notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the CONTRACTOR in relation to this Project/Contract shall include the statement, “This project is funded under a grant contract with the State of Tennessee.” All notices by the CONTRACTOR in relation to this Project shall be approved by the State of Tennessee and the OWNER.

23. As required by the Grant Contract, if the OWNER is subject to Tenn. Code Ann. § 8-4-401 et seq., or if this Project involves the provision of services to citizens by the OWNER on behalf of the State of Tennessee, the CONTRACTOR agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The CONTRACTOR shall also display in a prominent place, located near the passageway through which the public enters in order to receive supported services, a sign at least eleven inches (11”) in height and seventeen inches (17”) in width stating:

**NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER’S TOLL-FREE HOTLINE: 1-800-232-5454.**

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the CONTRACTOR, the OWNER shall obtain the necessary signs from the Grantor State Agency.



24. As required by the Grant Contract, the OWNER and the CONTRACTOR and any approved subcontractor shall maintain documentation for all charges under this Project. The books, records, and documents of the CONTRACTOR and any approved subcontractor, insofar as they relate to work performed or money received under this Project or Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The CONTRACTOR'S records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U. S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The CONTRACTOR shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The CONTRACTOR shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The CONTRACTOR shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

OWNER:

BY: \_\_\_\_\_  
GARY LOUALLEN, Mayor

DATE: \_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_  
(signature)

DATE: \_\_\_\_\_

\_\_\_\_\_ (print name)

\_\_\_\_\_ (print title)